

N O T I C E

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

Fax your request for Maps to Attn: Mrs Shola Matthews-Aroloye @ Fax No. 866-221-4163.

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.



**PROVIDE & INSTALL RESIDENTIAL
NFPA 13R SPRINKLER SYSTEM FOR
THE U.S. BOTANIC GARDEN
ADMINISTRATIVE BUILDING ,
WASHINGTON, D.C.**

April 18, 2006

Architect of the Capitol
United States Capitol
Washington, D.C. - 20515

PROJECT MANUAL

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VOLUME I

BUSINESS

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> January 2004	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES	
	RFP NO. 060100	_____ SEALED BID (IFB) <u>XX</u> NEGOTIATED (RFP)	18 APRIL 2006	1	2

IMPORTANT - The "offer" section on page 2 of 2 must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION NO. BG060169	6. PROJECT NO. BG06001
7. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		8. ADDRESS OFFER TO (NOTE - All hand carried bids will be rejected) Architect of the Capitol Procurement Division Ford House Office Building Attn: Mrs Shola Matthews-Aroloye Room H2-263 Bid Room Second and "D" Streets, S.W. Washington, DC 20515
9. FOR INFORMATION CALL:		
A. NAME SHOLA MATTHEWS-AROLOYE		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-0641

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SUBJECT: **PROVIDE & INSTALL RESIDENTIAL NFPA 13R SPRINKLER SYSTEM FOR THE U.S. BOTANIC GARDEN ADMIN. BUILDING, WASHINGTON, D.C.**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

- A SITE VISIT AND PRE-BID CONFERENCE WILL BE HELD ON THURSDAY, APRIL 27, 2006 @ 10:30 A. M. LOCAL TIME. SEE THE ARTICLE ENTITLED "VISIT TO THE SITE OF THE WORK - CONSTRUCTION" OF THE SOLICITATION CONDITIONS FOR DETAILS.**
- Davis Bacon Wage Determination DC030003, Modification No. 34, dated 25 Nov 05 applies.**
- The Offeror's attention is directed to the "SUPPLEMENTARY CONDITIONS", 2. SUBMITTALS, which will be strictly enforced.**

11. The CONTRACTOR shall complete performance within **60 calendar days** after Notice of Award.

12. The CONTRACTOR must furnish any required performance, payment bonds and insurance: XX YES ___ NO. If YES, within 10 calendar days after award.

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copy to perform the work required are due at the place specified in Item 8 by **1:00 p.m** local time **MAY 09, 2006**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee XX is, ___ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 Calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS NO. _____ TIN _____

15. TELEPHONE & FACSIMILE NOS. (Include area codes)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified in the Schedule in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due.

18. The Offeror agrees to furnish any required performance, payment bonds and insurance.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE					20C. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27

(In Triplicate)

25. AUTHORITY FOR NEGOTIATION, IF APPLICABLE

26. ADMINISTERED BY:

CODE _____

See Block 8

27. PAYMENT WILL BE MADE BY:

ARCHITECT OF THE CAPITOL
Ford House Office Building
Accounting Office, Room H2-205
Washington, D.C. 20024

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

____ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in the contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, requirements, certifications, and specifications or incorporated by reference in or attached to this contract.

____ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY:

THE SCHEDULE

SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION

The Contractor shall furnish all supplies, equipment, personnel and services necessary for the installation of NFPA 13R automatic sprinkler system. Seven options are included in this project for installation of automatic sprinkler system for the U.S. Botanic Garden Administrative Building, Washington, D.C. (see the SPECIFICATIONS AND THE CONTRACT DRAWINGS) as required by the Architect of the Capitol.

1. SCHEDULE OF ITEMS

ITEM	DESCRIPTION	QTY.	U/M	PRICE
001	BASE WORK: Supply & Instal of a new NFPA 13R Automatic Sprinkler System & Modification of existing Water to Comply with Requirements of Backflow prevention.	001	JOB	\$ _____
OPTIONS:				
002	<u>Option No. 1:</u> Asbestos abatement in Accordance With Project Specification	1	JOB	\$ _____
003	<u>Option No. 2:</u> Third Shift Work (Monday-Thursday, 4 pm to 12 am)	1	JOB	\$ _____
004	<u>Option No. 3:</u> Painting of Sprinkler Pipe (Paint all exposed piping white)	1	JOB	\$ _____
005	<u>Option No. 4:</u> Modification of all existing Incoming water supply.	1	JOB	\$ _____

006	Option No. 5: Replace the three existing Two inch water control valves.	1	JOB	\$ _____
007	Option No. 6: Replace existing two-inch Rockwell International Water Meter.	1	JOB	\$ _____
008	Option No. 7: Provide & Install Fire Alarm to Monitor all Valves on the Sprinkler System Water Supply & Sprinkler System Waterflow Switch	1	JOB	\$ _____

**LUMP-SUM PRICE FOR ITEM NOS. 001,
through 008**

\$ _____

A Site Visit Is Strongly Recommended for Field Verification of Measurements. (see Article 3 entitled "Visit to the Site of the Work" in the Solicitation Conditions.)

2. EXERCISE OF OPTIONS

- (a) Item Nos. 002 through 008 will be evaluated in accordance the article entitled, "Evaluation of Options" in the Solicitation Conditions. The Government may exercise the options no later than July 30, 2006.
- (b) All work is required to be completed within the completion date(s) specified in the article entitled "CONTRACT TIME" in the SUPPLEMENTARY CONDITIONS. In addition the exercise of these options may require a change to the Contractor's Schedule.
- (c) Options will be awarded according to funds availability.

END OF SCHEDULE

ISSUED BY: ARCHITECT OF THE CAPITOL

**PROVIDE & INSTALL RESIDENTIAL NFPA 13 R SPRINKLER SYSTEM FOR
THE U.S. BOTANIC GARDEN ADMINISTRATIVE BUILDING
WASHINGTON, D.C.**

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GENERAL CONDITIONS

AOC52.202-2 DEFINITIONS - CONSTRUCTION (JUN 2004)

- (a) The term “Government” means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.
- (b) The term “head of the agency” means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The “other authority” as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.
- (c) The term “Architect” as used in the contract documents shall mean the Architect of the Capitol.
- (d) The term “Contracting Officer” as used in the contract documents means the Architect of the Capitol or his duly authorized representative.
- (e) The term “his duly authorized representative” means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (f) The term “Contractor” means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.
- (g) The term “Subcontractor”, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.
- (h) The term “Project Director” means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor’s payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.
- (i) The term “contract documents” includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.
- (j) The term “work” includes, but is not limited to, materials, labor, and manufacture and fabrication of components.
- (k) The term “specifications” means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term “drawings” means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(n) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this

contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.211-3 DEFICIENCIES IN CONTRACT DOCUMENTS (JUN 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

AOC52.211-6 NOTICE TO PROCEED (JUN 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11 AUDITS (JUN 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and

they are current as of _____ (date).

Date of Execution _____

Firm _____

Signature _____

Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-1 OVERTIME WORK - CONSTRUCTION (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturday, Sundays or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is ordered in writing by the Contracting Officer and payment therefore is authorized in the written order, and provided such work is not otherwise required to be performed under terms of the contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-7 WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia.

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered

under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material
(If none, insert "None")

Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in Paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in Paragraph.(b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA -
SUPPLEMENT (JUN 2004)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (c) of this clause.

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-3 SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be *sensitive but unclassified* (SBU). The following statement shall be imprinted on *each* page of drawings:

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

Do not remove this notice

Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

Do not remove this notice

Properly destroy documents when no longer needed

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

FAR 52.225-9 BUY AMERICAN ACT– CONSTRUCTION MATERIALS (JUNE 2003)

(a) *Definitions.* As used in this clause --

“Component” means an article, material, or supply incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are

supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States, or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in Paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

_____ (Contracting Officer to List applicable excepted materials or indicate “None”) _____

(3) The Contracting Officer may add other foreign construction material to the list in Paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any contractor request to use foreign construction material in accordance with Paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with Paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in Paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiates adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in Paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under Paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers;

<u>FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON</u>			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<u>Item 1:</u>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<u>Item 2:</u>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]*

(End of clause)

AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

(a) *Definitions.* As used in this clause, “original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$25,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds: (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds: (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) *Additional bond protection.* (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(d) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in Item 12 of the form entitled, “Solicitation, Offer, and Award (Construction, Alteration, or Repair)” or otherwise specified by the Contracting Officer, but in any event, before starting work.

(e) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier’s check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(f) *Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

AOC52.228-6 NOTICE TO SURETIES (JUN 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

AOC52.232-4 PAYMENTS - CONSTRUCTION (JUN 2004)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, or estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;
- (ii) A listing of the amount included for work performed by each subcontractor under the contract;
- (iii) A listing of the total amount of each subcontract under the contract;
- (iv) A list of the amounts previously paid to each such subcontractor under the contract; and
- (v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Title)

(Date)

(d) *Retainage.* In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(e) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) *Final payment.* The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claims to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract Number;

(2) Name and address of Contractor;

(3) Invoice Date;

(4) Period the payment covers; and

(5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor's payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration". (End of Clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL
CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
 - (2) The contractor's name and remittance address as stated in the contract(s);
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
 - (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
 - (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the

Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS
(JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-3 LIMITATION ON DAMAGES FOR DELAY (JUN 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses "Changes" and "Changes - Supplement", taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses "Changes" and "Changes - Supplement". Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

- (1) The Contractor's established and consistently followed cost accounting practices for all work; and
- (2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

FAR 52.236-5 MATERIALS AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

AOC52.236-1 ACCESS TO WORK (JUN 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

AOC52.236-2 OTHER CONTRACTS AND WORK (JUN 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

AOC52.236-3 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS -
CONSTRUCTION (SEP 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for

any completed unit thereof which theretofore may have been finally accepted.

(b) *Williams-Steiger Occupational Safety and Health Act.* The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) *National Fire Protection Association standards.* The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) *Protection of property and persons.* (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the

performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.236-4 CUTTING AND PATCHING (JUN 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

AOC52.236-5 CLEANING AND RESTORING (JUN 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

AOC52.236-8 SCHEDULING OF WORK (AUG 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take

such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

AOC52.236-9 SCHEDULE OF VALUES (JUN 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

AOC52.236-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUN 2004)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) "Shop drawings" means drawings submitted to the Government by the Contractor, subcontractor, any

lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(d) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(e) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(f) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

AOC52.236-12 PRODUCT DATA AND SAMPLES (JUN 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the

Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of the contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of this work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of the proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract
(End of Clause)

AOC52.243-1 CHANGES - SUPPLEMENT (JUN 2004)

(a) *Definitions.* (1) A "change order" is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, "Changes" and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A "supplemental agreement" is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance

of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) *Authorization of changes.* All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

(1) A Supplemental Agreement, with the concurrence of the contractor; or

(2) A unilateral Change Order.

(c) *Submission of proposals and cost breakdowns by the contractor.*

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

(i) Direct labor costs;

(ii) Social Security and Unemployment Insurance Taxes;

(iii) Workmen's compensation and general liability insurance;

(iv) Direct material quantities and unit prices (separated into trades);

(v) Construction equipment;

(vi) Overhead; and

(vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) *Allowances for overhead and profit.* (1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will be not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

- (F) Contractor's and subcontractor's field office, administrative/support staff;
 - (G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;
 - (H) Job site safety aids; and
 - (I) Cleaning and maintenance of nuisance debris from jobsite.
- (ii) Office Overhead Items for Contractor and Subcontractors.
- (A) Maintenance/operation of principal or branch offices;
 - (B) Personnel costs;
 - (C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and
 - (D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) *Changes involving decreases in price.* For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) *Changes involving increases or decreases on basis of contract specified unit prices.* No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

EXHIBIT A
TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

SUBCONTRACTORS' BREAKDOWN

Items Involved	Quan- tities	Unit Cost	Equip- ment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
Excavation (Identify)								
• Volume								
• Crane Operator								
• Laborers								
Shoring (Identify)								
• Area								
• Welder								
Subcontractor Total								

PRIME CONTRACTOR'S BREAKDOWN

Items Involved	Quan- tities	Unit Cost	Equip- ment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
West Wall (Cinder Block)								
• Area								

• Block 8x8x16								
• Mortar								
• Mason								
• Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of clause)

AOC52.244-1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS
OF THE WORK (JUN 2004)

(a) The Contractor shall perform all work with his own forces, unless written approval is obtained from the Contracting Officer for subcontracting a portion of the work.

(b) In the event the Contractor obtains approval for subcontracting a portion of the work, the following paragraphs shall apply:

(1) Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence hereinbefore established for the Contractor.

(2) Before awarding any subcontracts the Contractor shall submit for approval the names, addresses and qualifications of subcontractors, if any, that he proposes to employ for any branch of the work, and no subcontractor shall be permitted to proceed with any branch of the work until approved. If required, the Contractor shall furnish accurate records, detailed photographs of work performed, and any other information desired in connection with any subcontractor as to whose ability there may exist any doubt in the mind of the Contracting Officer.

(c) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire Work.

(d) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be

provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-1 FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT
(SEP 2004)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in AOC52.232-4, Payments - Construction. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

AOC52.246-6 ADDITIONAL WARRANTY COVERAGE (JUN 2004)

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDIT AND RECORDS - NEGOTIATION	JUN 1999	52.215-2
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP 2000	52.222-4
DAVIS-BACON ACT	FEB 1995	52.222-6
WITHHOLDING OF FUNDS	FEB 1988	52.222-7
PAYROLLS AND BASIC RECORDS	FEB 1988	52.222-8
APPRENTICES AND TRAINEES	FEB 1988	52.222-9
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988	52.222-10
SUBCONTRACTS (LABOR STANDARDS)	FEB 1988	52.222-11
CONTRACT TERMINATION - DEBARMENT	FEB 1988	52.222-12
COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988	52.222-13
DISPUTES CONCERNING LABOR STANDARDS	FEB 1988	52.222-14
CERTIFICATION OF ELIGIBILITY	FEB 1988	52.222-15
EQUAL OPPORTUNITY	APR 2002	52.222-26
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999	52.222-27
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS ON THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222.37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
PATENT INDEMNITY- CONSTRUCTION CONTRACTS	APR 1984	52.227-4
ADDITIONAL BOND SECURITY	OCT 1997	52.228-2
IRREVOCABLE LETTER OF CREDIT	DEC 1999	52.228-14
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23

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(End of clause)

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SUPPLEMENTARY CONDITIONS

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

FAR 52.211-12 LIQUIDATED DAMAGES (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **(\$85.00)** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

AOC52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (SEP 2004)

(a) All work to be performed under this contract shall be completed within 60 calendar days

after the date of contract award. No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", "Changes - Supplement", "Suspension of Work").

(End of clause)

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2006)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the

work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(I) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (MAR 2006)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or

leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (I) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison

Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(End of clause)

1. CONTRACT TIME (AOC) (NOV 2003)

(a) Contractor shall have (60) calendar days to complete all work to be performed under this contract. Contractor shall perform all work during third shift hours Monday through Thursday, 4 p.m. to 12 a.m. (All work, base bid and options, must be done during Third Shift on Mondays through Thursdays) to complete the work on Option 001 through 007 should take 60 work days. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable articles in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", "Suspension of Work").

(End of clause)

AOC52.236-11 SUBMITTALS (JUN 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If changes are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

END OF SUPPLEMENTARY CONDITIONS

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**REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.* "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

(End of provision)

END OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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SOLICITATION CONDITIONS

FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonable available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Shola Matthews-Aroloye, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to Shola Matthews-Aroloye to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR**

OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least ten (10) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to smatthew@aoc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall–

- (a) Mark the title page with the following legend:
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;
- (b) Mark each sheet of data it wishes to restrict with the following legend:
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

AOC52.215-4 CONTRACT AWARD (JUN 2004)

- (a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a price standpoint. The Government reserves the right to conduct discussions.
- (b) The Government may–
 - (1) Reject any or all offers;

(2) Accept other than the lowest offer; and

(3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

AOC52.215-7 PREPARATION OF PROPOSALS - CONSTRUCTION (JUN 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)" and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)") with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the

signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word “president”, “Secretary”, “agent”, or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient’s name **will** be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

AOC52.217-1 EVALUATION OF OPTIONS (NOV 2003)

Except when it is determined not to be in the Government’s best interest, the Government will evaluate offers for award purposes by adding the total price for the selected options which include Line Item 002 and 008 to the total price which includes the lump sum price for the base bid Line Item 001. Evaluation of options will not obligate the Government to exercise the options.

(End of provision)

FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 2002)

(a) *Definitions.* “Construction material”, “domestic construction material”, and “foreign construction material”, as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act - Construction Materials (Federal Acquisition Regulation (FAR)

clause 52.225-9).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination of inapplicability of the Buy American Act should submit the request to the Contracting officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer or has not received a response to a previous request, the offeror shall include the information and supporting data on the offeror.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If the evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable costs.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror may also submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

AOC52.228-1 OFFER GUARANTEE (JUN 2004)

(a) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(b) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or, under Treasury Department Regulations, certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

AOC52.236-13 VISIT TO THE SITE OF THE WORK - CONSTRUCTION (JUN 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) A pre-proposal meeting will be conducted at the U.S. Botanic Garden Admin. Building, 245 First Street, S.W., Washington, D.C. 20024 for all prospective offerors on April 27, 2006 at 10:30 a.m, Eastern Time.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Shola Matthews-Aroloye at (202) 226-0641.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and

answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting a offer.

(End of provision)

INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL -

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options, and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 001 through 008), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) The Price Proposal shall be submitted with the following required documents in the order shown below:

- (1) "SOLICITATION, OFFER, AND AWARD" form (original signature required in Block 20B);
- (2) The "SCHEDULE" page;
- (3) the "REPRESENTATIONS AND CERTIFICATIONS"; and
- (4) the "BID GUARANTEE".

END OF SOLICITATION CONDITIONS

VOLUME I I

TECHNICAL

PART 1 - GENERAL**1.1 DRAWING TITLES:**

- (a) The drawings entitled “NFPA 13 R Automatic Sprinkler System Installation Botanic Garden Administration Building” prepared by Alan M. Hantman, FAIA, Architect of the Capitol, dated January 23, 2006, as listed below from a part of the Contract Documents.
- (b) The Contractor shall not scale the drawings but shall verify drawing dimensions and take additionally required dimensions at the site.
- ©) The Contractor will be furnished, free of charge, not more than six (6) sets of the contract drawings.

PART 2 - DRAWINGS LIST**2.1 GENERAL**

Number	Title
bgadcov	Administration Building Map Cover Page

(List by Number and full title all GENERAL drawings)

2.2 CIVIL

Number	Title
bgad0aso. DGN	Botanic Garden Concept Plan
bgadbasp. DGN	Basement Floor Plan
bgad1asp. DGN	First Floor Plan
bgad2asp. DGN	Second Floor Plan

(List by Number and full title all CIVIL drawings)

SECTION 01000 - GENERAL REQUIREMENTS**PART 1 - GENERAL****1.1 DESCRIPTION OF REQUIREMENTS:**

- A. **General Requirements:** The provisions or requirements of Division-1 apply to entire work of Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:

1. Summary of the Work.
2. Project Coordination.
3. Definitions and Standards.
4. Schedules and Reports.
5. Submittals.
6. Temporary Facilities and Controls.
7. Products.
8. Project Closeout.

1.2 SUMMARY OF THE WORK:

A. **Project/Work Identification:**

1. **General:** Project name is "Botanic Garden Administration Building Sprinkler System" Washington, D.C., as shown on Contract Documents prepared by the Architect of the Capitol (AOC). Drawings and specifications are dated December 9, 2005.
2. **Summary by Reference:** Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Specification Sections, Drawings, Amendments and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.
3. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
 - a. The work includes the installation of a new NFPA 13R automatic sprinkler system.
 - b. The modification of the existing incoming water supply to comply with the requirements for backflow prevention per the International Plumbing Code, 2003 edition (IPC).
4. **Proposal Schedule:** This work shall include the following tasks as defined in the SCHEDULE. The bid shall have separate line items for each of the following options. These lines items may be accepted or not.:
 - a. **Option No. 1:** Asbestos Abatement in accordance with the Project Specifications. The Contractor shall assume 10 linear feet of asbestos contain insulation on the incoming water supply. If this option is not elected AoC staff will perform all asbestos abatement work.

- b. **Option No. 2:** Third Shift Work – The Contractor shall perform all work during third shift hours (Monday-Thurs, 4 pm to 12 am)
 - c. **Option No. 3:** Painting of Sprinkler Pipe – The Contractor shall provide a price to paint all exposed piping white. Piping in the Basement and closets are not required to be included in this option.
 - d. **Option No. 4:** The Contractor shall modify the existing incoming water supply to comply with the International Plumbing Code, 2003. The existing 2-inch incoming water service supplies the domestic water system, drinking water system, lawn irrigation system/fountain system, and future sprinkler system. The work shall be performed by a licensed plumber.
 - e. **Option No. 5:** Replace the three existing two-inch water control valves.
 - f. **Option No. 6:** The Contractor shall provide a price to replace the existing 2-inch Rockwell International water meter. The new water meter shall meet all the requirements of the District of Columbia Water and Sewer Authority (WASA).
 - g. **Option No. 7:** The Contractor shall provide and install a fire alarm system to monitor all valves on the sprinkler system water supply and sprinkler system waterflow switch. See Specification Section 13930 for requirements.
- 5. **Informational Drawings:** Drawings indicated as “For Information Only” are included for convenience with the Contract Documents and are NOT Contract Documents. These drawings contain information requested by the AOC for the use of the Architect and other consultants to the AOC. The Contractor is expected to independently verify all information shown and provide his own surveys, testing, and verification of conditions shown therein.
 - 6. **Use of the Contract Documents:** The Contract Documents are comprised of the Drawings (produced by several disciplines), the Specifications, the Amendments, the Contract, approved Changes and other directives. These documents are not to be used separately for bid or construction as they represent the entirety of the project. The Contractor is responsible for insuring that the documents are used together.
 - 7. **Phasing Plan:** No Phasing Plan is included in the Contract Documents. The Contractor is expected to complete all work sequentially to provide the minimum disruption of parking and normal building operations in the area. The Contractor will provide his own plan for approval by the Architect showing proposed sequencing of the work and coordination with Government parking requirements.
- B. **Contractor Use of Premises:**
- 1. **General:** The Contractor shall limit his use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.
 - 2. **Contractor Use of the Existing Building:** During the construction period the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the

construction period. Cooperate fully with the Architect or his representative during construction operations to minimize conflicts and to facilitate Government usage.

- a. **Clear Passage:** Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris. Where tools or debris may fall from overhead, provide covered enclosure.
 - b. **Smoking or open fires** will not be permitted within the building enclosure or on the premises.
3. **Limitations on Use of the Site:** Limitations on site usage as well as specific requirements that impact site utilization are indicated on the Drawings and by other Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. In addition to these limitations and requirements, administer allocation of available space among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
 - a. **Unless designated** for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
 - b. **Maintain driveways** between and around combustible material storage piles at least 15' wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment.
 - c. **Do not unreasonably** encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off-site.
 - d. **Provide 24hr/7day** access to the building by emergency vehicles and firefighting equipment.
4. **Construction Parking Control:** Parking space for personal vehicles is not available on the site. Obtain approval of Architect for parking of construction motor vehicles or other equipment on the site.
- C. **Government Occupancy:** The Government reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such areas prior to final acceptance, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.
- D. **Protection of Government Property:** The Contractor is expected to take all reasonable precautions to protect U.S. Government Property. In the event of damage to or theft of Government Property, the Contractor will be held fully responsible for his own personnel, his subcontractor's personnel and their actions.
- E. **Blasting:** The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such

construction and that the Architect has authorized its use after determining that its use will not endanger human life or safety.

- F. **Mechanical/Electrical Requirements of General Work:** Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Where applicable, provide products listed and labeled by nationally recognized independent testing and labeling organizations.

1.3 PROJECT COORDINATION:

- A. **Coordination and Meetings:** Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
1. **Continuously coordinate** the work of subcontractors to ensure proper processing and progress of the work. Require each subcontractor to examine work of other trades and all sections of specifications to assure satisfactory installation of, and connection between, his work and work of other trades.
 - a. **Provide other parties,** to the extent their work is affected by this work, all information necessary for the proper execution of their work. Arrange and conduct work so that other parties may complete their work at the site according to schedule. All work under this contract shall be carefully coordinated with work under other such contracts.
 2. **The Contractor** shall maintain a complete set of Contract Documents on the site during the execution of this contract. All Drawings and Specifications shall be posted with the latest information and Changes.
- B. **Surveys and Records/Reports:** Working from lines and levels established by the property survey, establish and maintain bench marks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use. Advise Architect promptly upon detection of deviations that exceed indicated tolerances.
- C. **General Installation Provisions:**
1. **Pre-Installation Meetings:** Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise Architect of scheduled meeting dates.
 2. **Installer's Inspection of Conditions:** Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the

- Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
3. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
 4. **Mounting Heights:** Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.
 - a. **Mount units of work** required to be accessible to handicapped people at heights prescribed by the Uniform Federal Accessibility Standards as referenced by the Americans with Disabilities Act (ADA) (Fed. Reg./Vol. 56, No. 144/Part 36).
- D. **Cleaning and Protection:** During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.
1. **Clean and perform maintenance** on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 2. **Limiting Exposures of Work:** To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
 - a. **Protect against possible damage** all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all prefinished work from damage by mortar, plaster, gypsum drywall compounds, paint, and other construction materials and operations. Use wheelbarrows equipped with rubber tires over permanently exposed floors and paving. Provide special protection for works of art, as prescribed in the Contract Documents.
 3. **Load all trucks** leaving the site with earthen materials or loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding paved streets. Trucks bringing earthen materials over paved streets to the site shall be similarly covered.
 4. **Clean sidewalks and streets** adjacent to site daily or more often as necessary, of debris spillage or mud/dirt tracked from loading and trucking involved in construction operations. Maintain suitable truck wheel washing installation and crew to prevent any mud from being carried onto adjacent paved streets. Conform to local regulations regarding load limits.
- E. **Cutting and Patching:** Where the Contractor must cut, patch, alter, add to, repair or refinish existing construction and finishes which are not to be removed, he shall leave such construction

and finishes complete and in satisfactory condition. Cutting, patching, and the like shall be neatly and carefully performed, and new materials and methods shall match existing corresponding work unless otherwise indicated. Exposed patches and repairs shall be as inconspicuous as possible.

1. **Construction, finishes,** equipment and other items which are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the Architect.
- F. **Conservation and Salvage:** It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to the conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials which are the Government's property.
1. **Architect Notification:** To allow time for the Architect to observe the construction, provide a minimum of 48 hours notice of excavation work, completion of steel reinforcing, pouring of concrete, paving operations, utility work, trenching, tree removal or replacement, commencements of next phase of work, and other tasks to be identified by the Architect.
 2. **Archaeological Rights:** There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Architect immediately; subsequent excavation work shall proceed as directed by the Architect. All items found which are considered to have archaeological significance are the property of the Government.

1.4 DEFINITIONS AND STANDARDS:

- A. **General:** Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. **Definitions:** A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.
1. **Installer:** The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
 2. **Testing Laboratory:** The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

3. **Indicated:** The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
 4. **Furnish:** Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
 5. **Install:** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
 6. **Provide:** Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
 7. **Exposed:** The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.
 - a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.
 - b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.
 - c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.
 8. **Concealed:** The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoistways, tunnels, ceiling plenums, attics, and crawls spaces.
 9. **Finished Space:** The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoistways, tunnels or mechanical penthouses, unless otherwise indicated.
 10. **Specialist:** The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.
- C. **Format and Specification Content Explanations:** Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain

locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.

1. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards which are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.
 2. **Minimum Quality/Quantity:** In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- D. **Overlapping and Conflicting Requirements:** Where there appears to be overlapping or conflicting requirements in the drawings and specifications, refer all such questions in writing to the Architect for interpretation. Do not proceed with that portion of the work that is under question until the Architect has replied in writing. Delays necessitated by requests for interpretation shall not form the basis for a Change to the contract. The Architect's interpretation and decision shall be final. Procedures for resolving disagreements with the decision of the Architect are outlined in the General Conditions of the Contract. The order of precedence is established as follows:
1. **Order of Precedence:** Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order:
 - a. The Schedule (excluding the specifications).
 - b. Representations and other instructions.
 - c. Contract clauses.
 - d. The Specifications.
 - e. The Drawings. Large scale drawings take precedence over small scale drawings. Do not scale drawings.
 2. **Industry Standards:** Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
 3. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.

- E. **Drawing Symbols:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.
- F. **Industry Standards:** Except to the extent that more explicit or more stringent requirements are written directly into contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.
1. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids, or, if referred to in any Amendments, at the date of such Amendments.
 2. **Abbreviations and Names:** The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:

AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
IEEE	Institute of Electrical and Electronics Engineers www.ieee.org	(212) 419-7900

NAAMM	National Association of Architectural Metal Mfrs www.naamm.org	(312)332-0405
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555 (617) 770-3000
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (847) 272-8800
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- G. **Federal Government Agencies:** Names and titles of federal government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or Specification-producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
EPA	Environmental Protection Agency www.epa.gov	(800) 438-2474
FS	Federal Specification Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov/pub/fed-specs.cfm	(202) 619-8925

Available from National Institute of Building Sciences (202) 289-7800
www.nibs.org

OSHA Occupational Safety and Health Administration (800) 321-OSHA
www.osha.gov (6742)

- H. **District of Columbia Government Agencies:** Names and titles of local government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or Specification-producing agencies of the DC government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

DC-EHA Environmental Health Administration (202) 535-2500
Department of Health
Government of the District of Columbia
51 N Street, N.E, Room 5030-B
Washington, DC 20002
dchealth.dc.gov

DDOT District Department of Transportation (202) 673-6813
2000 14th Street, NW, 6th Floor
Washington, DC 20009
ddot.dc.gov

WASA District of Columbia Water and Sewer Authority (202) 787-2427
5000 Overlook Avenue, S. W.
Washington, DC 20032
www.dcwasa.com

1.5 SCHEDULES & REPORTS:

- A. **Coordination:** Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect.
- B. **Material Schedule:** Prior to commencing work, submit for approval the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Do not use any material until approved by the Architect. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.
1. **Submit 3 copies** of the product-listing schedule prior to commencement of the Work. Provide a written explanation for omissions of data, and for known variations from contract requirements.
- C. **Schedule of Values:** Within fourteen (14) calendar days of the date of contract award, a Schedule of Values shall be submitted. This schedule is defined as a work item by work item

breakdown of cost of each definitive work activity including Contractor's markup. The Schedule of Values shall directly correlate with the Phases of Work indicated on the approved Progress Schedule specified below.

1. The Grand Total of all of the Schedules shall equal Contractor's original bid.
 2. The proper updating of both the Schedule of Values and the Record Drawings shall be considered precedent to approval of Partial Payments.
- D. **Shop Drawing Submittal Schedule:** Within fourteen (14) calendar days of the date of contract award, a Shop Drawing Submittal Schedule shall be submitted. The schedule shall indicate at a minimum, all shop drawing submittals to be made, their contents, each specification section the submittal is drawn from, the date on which it will be submitted, the expected return dates, and the subcontractor responsible for creating the submittal. The submittal will be reviewed by the Architect as the first shop drawing submittal and comments made must be acknowledged and employed in the resubmission prior to the submittal of any other shop drawing. Do not "Load" the schedule.
- E. **Progress Schedule:** Within fourteen (14) calendar days of the date of contract award, the Contractor shall prepare and submit for approval a schedule showing the order in which he proposes to perform the Work, the dates on which he will start each phase of work and the contemplated dates of completion for each phase of site. Not less than six (6) copies of this schedule shall be submitted to the Architect.
1. **Cost Correlation:** Immediately below the date line at the heading of the bar-chart, provide a two item cost correlation line, indicating both "precalculated" and "actual" costs. This cost correlation line shall show dollar-volume of work performed as of the same dates used for preparation of partial payment requests. Refer to GENERAL CONDITIONS for cost reporting and payment procedures. In so far as it is practical to do so, use the same units of work in the progress schedule as indicated in the "schedule of values" required by the GENERAL CONDITIONS and further specified above.
 2. **Schedule Updating:** Following its initial approval, the project schedule shall be updated monthly for the purpose of recording and monitoring progress of the Work and establishing the values of progress payments. If the Work falls behind schedule, revise schedule and describe action to be taken to insure that work will be completed within the Contract time. Any adjustment to the Contract Time shall be made in accordance with the GENERAL CONDITIONS. For each schedule update, prepare a narrative report which shall include a description of all activities completed during the preceding month, description of progress made and planned activities listed as started but not completed on the updated Progress Schedule, and a written description and justification of any proposed revision to the logic sequence.
- F. **Progress Meetings and Documentation:** In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of the partial payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Discuss status of each element of current work in relation to Progress Schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so to ensure that work will be completed within Contract Time.

1. **Initial Progress Meeting:** Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 15 days after date of commencement of the Work. Use it as an organizational meeting, and review responsibilities and personnel assignments.
 2. **Daily Reports:** Prepare a daily report, recording information concerning events at the site; and submit duplicate copies to Architect on at least weekly intervals.
- G. **Permits, Licenses, and Certificates:** For the Government's records, submit copies of utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.6 SUBMITTALS:

- A. **General:** Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.
1. **Approval** of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.
 2. **Changes to the Contract** will not be made by notations on submittals. In the event submittals returned by the Architect with notations, which in the opinion of the Contractor, constitute additional work for which he is entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article, "Changes," of the GENERAL CONDITIONS.
 3. **Do not permit** submittal copies without an appropriate final "Action" marking by the Architect to be used in connection with the work.
 4. **Submissions of "Approved Equals:"** In addition to standard submittal requirements, for each item submitted as an "approved equal" submit the following:
 - a. **Comparison of** proposed approved equal's characteristics with the salient characteristics of the specified product demonstrating that the proposed approved equal fully meets or exceeds the specifications,
 - b. **Drawings and** samples as required for specified products,
 - c. **Any changes** required in other elements (if any) because of the submission of the proposed approved equal, and
 - d. **A listing of** sources of supply, maintenance service (if applicable), and replacement parts.
- B. **Submittal Procedures:** Make all submittals to the Architect or to an individual designated by the Architect.
1. **Only the Architect** or an individual designated by the Architect can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the

submittal can be approved only by the Architect or by an individual delegated such authority by the Architect.

2. **Costs** associated with transmittal of submittals shall be borne by the Contractor.
 3. **Review Time:** Except as specified elsewhere, allow for a review period of fourteen (14) calendar days after receipt of the submittals by the Architect. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the Architect sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the Architect and ends when submittal leaves the Architect. The Contractor is required to coordinate all work involving associated sub-trades and produce coordinated drawings for submittal where required by individual specification sections or as required below.
 4. **Preparation of Submittals:** Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 sq. in. for the Architect's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action.
 5. **Number of Copies:** Submit a minimum of six (6) copies of each submittal requested.
- C. **Specific Submittal Requirements:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of transmittal.
1. **Product Data:** Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.
 - a. **Submittals:** Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by the Architect, marked with an action which indicates an observed non-compliance.
 - 1) **Initial Submittal:** Except as otherwise indicated, submit six (6) copies of each required product data submittal, plus two (2) additional copies where required for maintenance manuals. The Architect will retain five (5) copies and return the other marked with "Action" and corrections or modifications as required.
 2. **Shop Drawings:** Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.

- a. **Preparation:** Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block.
 - 1) Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
 - 2) Use standard architectural scales for all drawings..
 - b. **Coordination Drawings:** Prior to installation of sleeves and inserts for equipment, and/or the performance of work in spaces in which two or more trades are involved and in which the probability of interference exists as determined by either the Contractor or the Architect, submit composite coordination drawings for the Work. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. In case interference develops, the Architect will decide which work shall be relocated, regardless of which was installed first. Coordination drawings are considered shop drawings and must be definitive in nature.
 - c. **Equipment and Systems:** Shop Drawings for equipment and systems shall show ratings (where applicable), and how components are assembled, function together, and how they will be installed. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the Architect, in which case a list of data to be submitted later shall be included with the first submission.
 - d. **Initial Submittal:** One correctable 1-1/2 mil translucent polyester reproducible print and one blue-line or black-line; reproducible will be returned.
 - e. **Final Submittal:** six (6) prints, plus 2 additional prints where required for maintenance manuals; five (5) will be retained and remainder will be returned, one of which is to be marked-up and maintained by Contractor as "Record Document."
3. **Samples:** Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar limiting characteristics.
 - a. **Preparation:** Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit not less than 3 units of the sample, which show the full range of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.
 - b. **Submittal:** Submit 3 sets of samples in the final submittal, one set will be returned. If the submittal is for the Architect's selection of color, pattern, texture or similar

characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the Architect for final incorporation into the Work.

4. **Miscellaneous Submittals:**

- a. **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
- b. **Offsite Fabrication Facilities:** Provide for scheduled visits to off site fabrication facilities by the Architect. Make all facilities, including storage areas and plant, open and accessible to review of procedures, materials used and storage and shipping methods.
- c. **Warranties:** Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.
- d. **Safety Plan:** Provide a Safety Plan, in accord with Division 1 section "Safety and Health." Plan shall meet OSHA and AOC safety Guidelines for work in hazardous environments (areas where high voltage and large moving equipment are found), shall define number of individuals on the job site(s), their training, typical safety equipment to be used, and procedures for addressing typical hazardous conditions.

5. **Closeout Submittals:** Refer to Article "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

D. **Architect's Action:** Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal and mark with appropriate "Action." Where the submittal must be held for coordination, the Architect will so advise the Contractor without delay.

1. **If no changes** to the drawing are required, one (1) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect, stating - "APPROVED."
2. **If changes** to the drawing are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the Architect without resubmission of the drawing one (1) prints and the reproducible drawing will be returned to the Contractor bearing the Stamp of the Architect stating "Approved as Noted." The Contractor shall proceed with fabrication and/or construction in accordance with the Architect's corrections, and resubmit corrected copy for the Architect's records.
3. **If changes** to the drawing are required, but are of such nature that fabrication or construction cannot proceed, one (1) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect stating - "Revise and Resubmit." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon resubmission of shop drawings, if any corrections or changes are made other than those

marked by the Architect, the Contractor shall clearly indicate any such corrections or changes made on his own initiative.

4. **If the product does not meet** the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect stating - "REJECTED." In such a case, the Contractor shall submit a new product which complies with the technical specifications.
5. **Other Action:** Where the submittal is returned, marked with the Architect's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as follows:
 - a. **Not Subject to Review:** This review category will apply to submittals which are not required by the Contract Documents and are inadvertently submitted and stamped; or
 - b. **Received/No Action Required:** This category will be used when returning "Informational Submittals" for which the Architect is not required to take action.

1.7 TEMPORARY FACILITIES AND CONTROLS:

- A. **Description of Requirements:** This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

1. **Use Charges:** No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.
2. **Materials and Execution:** Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.

- B. **Quality Assurance:** Comply with the requirements of the Architect of the Capitol Design Standards and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.

1. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services."
 - a. **Refer** to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.
 - b. **Trade Jurisdictions:** The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.

2. **Inspections:** Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
- C. **Job Conditions:** Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- D. **Temporary Utilities:** The Architect will designate a connection point for installation of temporary service to the project to existing service. Arrange with the Architect for an acceptable time when service can be interrupted, where necessary to make connections for temporary services.
 1. **Temporary Electric Power Service:** Electrical energy will be supplied by the Government, but the Contractor shall install and maintain all necessary conduit, wiring, and devices needed to execute the work. Install all wiring in flexible conduit or armored cable with minimum No. 12 gage wire. Portable cords for small power tools shall be properly grounded and installed as approved by the Architect. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment. The Government will not be held responsible for power outages beyond its control.
 - a. **Comply with applicable NEMA, NECA and UL standards** and governing regulations for materials and layout of temporary electric service, including those requirements included in Division-16 sections.
 - b. **Install service and grounding** in compliance with the National Electric Code (NFPA 70), District of Columbia Building Code, and Power Company requirements. Include necessary service connection, service switch, meters, transformers, overload protected disconnect, main distribution switch gear, panelboards, wiring, cables, devices, and accessories.
- E. **Security and Protection Facilities:** Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.
 1. **Protect all** electric, telephone, water, gas, sewer, steam, and other underground utility lines in sidewalks, streets or other areas, in, under or around the site, to the satisfaction of the Architect, the District of Columbia, and other authorities having jurisdiction. Prior to commencing work which may affect or disturb underground utilities, consult with the Architect.
 2. **Provide a reasonably neat** and uniform appearance in security and protection facilities acceptable to the Architect.
 3. **Except for utilization** of permanent fire protection facilities, as soon as available in each area, do not change over from use of temporary security and protection facilities to use of permanent facilities until near final acceptance, or for longer periods of time as requested by the Architect.

4. **Barricades and Fences:** Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing red lights where appropriate.
 5. **Sidewalk Bridge and Walkway:** Erect a substantial, structurally adequate protective bridge for the passage of persons along the walkway wherever the possibility exists that materials might be hoisted from the roadway, across walkway and onto site. Coordinate with project entrance gates and other facilities and obstructions. Comply with governing regulations and requests of governing authorities.
 - a. **Construct the sidewalk bridge** using heavy scaffold or shoring type framing, waterproofed heavy wood plan-K overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways and similar provisions for protection and safe passage. Paint and maintain the facility in a manner acceptable to the Government.
 - b. **Construct the back wall** to serve as the project enclosure fence. Extend the framed plywood backwall beyond the bridge structure, as needed, to complete the enclosure fence.
 6. **Security Enclosure and Lockup:** Install substantial and durable general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to prevent unauthorized entrance, vandalism, theft and similar deleterious effects and violations of project security. Provide copies of access keys to the United States Capitol Police.
- F. **Temporary Controls:**
1. **Traffic Control:** Plan vehicular access methods, locations and timing of deliveries in a manner to minimize interference with street and pedestrian traffic and to conform to District of Columbia regulations. Do not block or obstruct public streets, driveways and walkways adjacent to the site at any time during performance of the work without proper authorization. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
 2. **Collection and Disposal of Wastes:** Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F (27 deg. C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
 - a. Burying or burning of waste materials on the site will not be permitted.
 - b. Washing waste materials down sewers or into waterways will not be permitted.
 - c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.

3. **Janitorial Services:** Provide daily janitorial services for temporary offices, first aid stations, toilets, wash facilities, lunchrooms and similar areas. Require users of other temporary facilities to help maintain a clean and orderly premises.
 4. **Dust Control:** During periods of construction activity creating dust conditions sprinkle periodically the site areas disturbed by Contractor's operation or treat with dust suppressors to control dust. Dry power brooming will not be permitted. Use vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris. Use only wet cutting procedures for unit masonry and concrete.
 5. **Noise Control:** Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.
 6. **Rodent and Pest Control:** Early in the construction process before deep foundation work has been completed, retain a recognized local exterminator or insect-and-pest control company to recommend practices that will minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so that the project will be relatively free of pests and their residues at substantial completion. Perform control operations in a lawful manner using environmentally safe materials.
 7. **Environmental Protection:** Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.
 8. **Sewers and Drainage:** If existing sewers are available for temporary drainage near the site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
 9. **Dewatering Facilities and Drains:** For temporary drainage and dewatering facilities and operations not directly associated with performance of work included under individual work sections, comply with dewatering requirements of applicable Division-2 sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
 10. **Snow and Ice Control:** Keep access to building and work areas clear of snow adequately to permit access while work is in progress. Do not allow snow and ice to accumulate so as to overload or otherwise endanger any portion of the Work. Do not allow snow and ice to accumulate over surfaces that can be damaged upon thawing.
- H. **Installation, Operation, Termination and Removal:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
1. **Supervision:** Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.

2. **Maintenance:** Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
 - a. **Prevent water filled piping from freezing** by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations. Prevent contamination of water sources.
3. **Termination and Removal:** Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired. Contract time includes the time required for final cleanup of premises.
 - a. **Remove temporary roads** and paving materials which are not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area. Remove materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
 - b. **Immediately prior to final acceptance**, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.
 - c. **Restoration of Site and Adjacent Areas :** Restore the site and the adjacent areas used for staging, traffic, protection and storage of materials to their conditions prior to start of work. This includes, but is not limited to all site improvements, signage, lighting, street furniture, paving, sprinkler systems, utilities, plant, trees and turf materials. Procedures which may be required include de-compaction of compacted soils, addition of soil amendments, aeration, re-grading and removal of contaminated materials or other procedures as may be necessary.

1.8 PRODUCTS:

- A. **General:** Refer to clause, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the Architect are considered as "changes" not substitutions.
- B. **Quality Assurance:** Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide a

single product for each required product selection, regardless of whether that product selection is provided by more than one sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the Architect.

1. **Source Limitations:** To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.
- C. **Product Delivery, Storage, and Handling:** Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.
1. **Deliver products** to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, ventilating, and installing.
 2. **Store products** at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.
 3. **Store heavy materials** away from the project structure in a manner that will not endanger the supporting construction.
- D. **General Product Compliance:** Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.
- E. **General Product Requirements:** Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
1. **Provide products** that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the Architect, duplicate its field performance for the same period of time. The Architect reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.
 2. **Provide standard**, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.
 3. **Nameplates:** Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on

exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.

- F. **Installation of Products:** Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

1.9 PROJECT CLOSEOUT:

- A. **Definitions:** "Project Closeout" is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.
1. **Time of closeout** is directly related to "Final Acceptance." Therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Division.
- B. **Final Cleaning:** Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls".
1. **Cleaning:** Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
- a. **Complete the following** cleaning operations before requesting the Architect's inspection for Final Acceptance.
 - b. **Remove labels** which are not required as permanent labels.
 - c. **Clean transparent materials**, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - d. **Clean exposed** exterior and interior hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - e. **Wipe surfaces** of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - f. **Clean the project site**, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition;

remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

2. **Pest Control:** Engage an experienced exterminator to make a final inspection of the project, and to rid the project of rodents, insects and other pests.
 3. **Compliance:** Comply with safety standards and governing regulations for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
 - a. **Where extra materials** of value remaining after completion of associated work have become the Government's property, salvage or dispose of these materials to the Government's best advantage as directed.
- C. **Record Document Submittals:** Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the GENERAL CONDITIONS. General submittal requirements are indicated in the various "Submittals" articles of individual sections of the Project Manual.
1. **Do not use** record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
 2. **Record Documents:** Maintain a record set of blue or black line white-prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition ("as-built" condition) fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.
 - a. **Mark record sets** with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 - b. **Note related** change-order numbers where applicable.
 - c. **Organize record drawing sheets** into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 - d. **Materials and Tools:** Refer to individual sections of the Project Manual for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- D. **Maintenance Manuals:** Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.
- E. **Warranties and Bonds:** At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, project number, and the name of the Contractor.
 2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
- F. **General Operating and Maintenance Instructions:** Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Government's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives.
- G. **Closeout Submittals:** Prior to requesting Final Inspection, submit the following:
1. Project Record Documents, properly annotated and in the format required.
 2. Copies of Warranties and Bonds.
 3. Operation and Maintenance data.
 4. All required operating or special tools required in individual sections.
 5. All required keys and keying schedules.
- H. **Prerequisites to Final Acceptance:** Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.
1. **Submit the final payment** request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. **Submit an updated final statement**, accounting for final additional changes to the Contract Sum.
 3. **Submit a certified copy** of the Architect's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
 4. **Submit final meter readings for utilities**, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Government took possession of and responsibility for corresponding elements of the Work.
 5. **Submit** consent of surety.
- I. **Reinspection Procedures:** The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punchlist items resulting from earlier inspections,

has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.

- J. **Removal of Protection:** Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

END OF SECTION 01000

SECTION 01546 - SAFETY AND HEALTH**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. **General:** This section, general in nature, is applicable to all work performed under this contract and identifies some of the precautions necessary to protect the safety and health of employees, visitors, occupants and contract employees, and to prevent the loss of or damage to property and the environment.
 - 1. Note the Construction Contractor submittal requirements outlined in Part 1 paragraph "Submittals" of this Section.
- B. **Related Work:** The following sections, located elsewhere in this Project Manual, indicate the scope of work and specific measures to control hazardous materials/conditions:
 - 1. Specification 13821 "Asbestos Abatement Procedures"

1.2 REFERENCES:

- A. **General:** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Exclusion of any specific regulations/standards required by Federal and/or local codes does not relieve the Contractor of their legal and contractual obligations to adhere to such requirements.
- B. **National Standards / Code of Federal Regulations (CFRs):**
 - 1. 29 CFR 1910 - OSHA Occupational Safety and Health Standards.
 - 2. 29 CFR 1926 - OSHA Safety and Health Regulations for Construction.
 - 3. 40 CFR Parts 700-799, Subchapter R - Toxic Substance Control Act (TSCA).
 - 4. 40 CFR Parts 50-99, Air Programs.
 - 5. 40 CFR Parts 260-299, Hazardous Waste Management System (radionuclides).
 - 6. 40 CFR Part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.
 - 7. 40 CFR Parts 104-140 and 401-471, Water Programs.
 - 8. DOT Manual of Uniform Traffic Control Devices.
 - 8. Americans with Disabilities Act (ADA), current with updates.
- C. **Related Building and System Codes:**
 - 1. International Building Code (IBC), 2003.
 - 2. International Existing Building Code (IEBC), 2003.
 - 3. Life Safety Code - NFPA 101, 2003.
 - 4. International Electrical Code, 2003; and related NEMA, NECA, and UL Standards.
 - 5. International Mechanical Code, 2003.
 - 6. International Plumbing Code, 2003.

D. **Federal Standard 313A - Material Safety Data Sheets, Preparation and Submission.**

E. **Related** District of Columbia, state, and local regulations shall apply.

1.3 **DEFINITION OF HAZARDOUS MATERIALS:**

- A. **General:** Refer to hazardous and toxic materials/substances, Subparts H and Z of 29 CFR 1910 and related parts of 29 CFR 1926; 40 CFR 261; and to others as defined in Federal Standard 313.
- B. **Those hazardous materials** most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyls (PCB's), mercury vapor lamps, but may include others. Any unlabeled substance should be handled as hazardous material until properly identified.
- C. **All suspect asbestos containing materials** (e.g., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.
- D. **Pre-1978 Surfaces:** All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead based paint unless proven otherwise.
- E. **Products likely to contain PCB's** include electrical transformers, capacitors, voltage regulators, oil switches, and some fluorescent light ballasts. Transformer vaults with PCB contaminated floors are identified by signage at the entry door (refer to Part 3 of this Section, article "Cautionary Procedures at Existing Vaults").
- F. **Products likely to include mercury** include fluorescent light tubes, switches, gauges, thermostats, and older thermometers.

1.4 **QUALITY ASSURANCE:**

- A. **Pre-Construction Safety Meeting:** Representatives of the Contractor must meet with the Contracting Officer and his/her representative(s) prior to the start of work under this contract. The purpose of the pre-construction meeting is to review the Contractor's Safety and Health Program and Policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in controlling any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the Contracting Officer, this meeting may be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The level of detail of the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall be in attendance.
- B. **Compliance With Regulations:** All work, including contact with the handling of hazardous or regulated materials, the disturbance or dismantling of structures containing hazardous or regulated materials, and/or the transport and disposal of hazardous or regulated materials

shall comply with the applicable requirements of 29 CFR 1910/1926, 40 CFR, 49 CFR, and all other applicable federal, state, and local regulations.

- C. **Construction Site Lighting:** Lighting intensity levels for construction areas shall meet the minimum requirements established by 29 CFR 1926.56: Illumination, including *Table D-3 - Minimum Illumination Intensities in Foot-Candles*.
- D. **Compliance/Conflicts:** All work shall comply with applicable Federal, state and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall take precedence.
- E. **Contractor Responsibility:** All Contractors shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his/her part, or that of his/her employees or subcontractors, which results in illness, injury or death. The Contractor shall designate a single point-of-contact who is authorized to act on behalf of the contracting firm, authorized to take immediate corrective actions, and assigned the task of daily inspections and reporting outlined herein. Construction Contractors shall comply with the following additional requirements in accordance with 29 CFR 1926.16 (Prime/Subs):
 - 1. Compliance with the accepted Accident Prevention Plan written by the prime Contractor for the specific work, submitted to the government, and reviewed by the COTR. The Contractor's plan will be job specific and will include work to be performed by the subcontractors, and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.
 - 2. Regularly scheduled safety meetings shall be held at least once a week for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and to establish safe working procedures for the anticipated hazards. An outline of each meeting shall be submitted through the COTR to the Contracting Officer.

1.5 SUBMITTALS:

- A. **Submittal "Punch-List:"** A submittal punch list for projects involving "other" hazardous materials as identified in the Construction Contractor's Safety and Health Program and Policies (paragraph B, below) and/or other recognized flammable or toxic products identified in the referenced codes/standards.
- B. **Contractor's Safety and Health Program and Policies:** Submit a Plan of Action for handling hazardous materials (except for asbestos and lead based paint as they are covered by specific sections) and/or flammable or toxic products. Work shall not commence until the Contractor's safety program has been reviewed by the Architect. The Construction Contractor's Plan of Action shall contain the following:
 - 1. Activity Hazard Analysis and Accident Prevention Plan: Identification of anticipated hazards, problems, and proposed mitigation measures/mechanisms.
 - 2. Description of how applicable safety and health regulations and standards are to be met.
 - 3. Protection of the public or others not related to the operation. Maintain code-compliant

- means of egress for project duration.
4. Means of protection for adjacent non-construction areas, permanent and temporary access ways, and occupants and for controlling noise/dust/fumes/debris generated by the work.
 5. Contractor Safety Officer: Identify a lead Safety Officer and alternates, including 24-hour contact information for each.
 6. Specialized training and experience of employees to be used for the work.
 7. Type of protective equipment and work procedures to be used.
 8. Material Safety Data Sheets (MSDSs) for, and proposed procedures for using, disposing of, or storing toxic/hazardous materials (also see 29 CFR 1910.1200). All management and disposal of wastes shall be in accordance with Federal, states and local regulations.
 9. Phasing requirements to minimize impact to non-construction work activities.
 10. Emergency procedures for handling accidental spills, releases or potential exposures.
 11. Interfacing of trades and control of subcontractors, if applicable.
 12. Identification of any required analyses, test demonstrations, and validation requirements.
 13. Hazard Communications Plan.
 14. Trenching and Shoring Plan.
 15. Confined Spaces employee certifications and related work procedures.
 16. Multi-Employer Worksite Plan.
 17. Demolition plans outlining protective measures and responsibilities required under 29 CFR 1926, Subpart T.
- C. **Accident Reporting:** Serious accidents such as those resulting in: treatment of an injury at a medical facility; response by emergency medical personnel; or damage to property other than that of the Contractor will be reported to the contracting officer's representative by telephone within twenty-four hours of the occurrence. A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Contracting Officer's Technical Representative (COTR) to the Contracting Officer (CO) as soon as possible (in no event later than seven (7) calendar days after the occurrence). All accidents/losses shall be reported using AOC "Incident Investigation Report" (from AOC Safety Policy 9-4, available from the COTR) or other form that meets OSHA Standards, as required. Any incident involving fatality or permanent total disability, or property damage to the Government or other property amounting to \$100,000 or more requires immediate notification of the AOC Safety and Occupational Health Branch (SOHB).
- D. **MSDSs:** The Contractor shall provide copies of each MSDS, in accordance with 29 CFR 1910.1200 - *App E* and with AOC 52.223-1. One copy shall be provided to the COTR per Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.
- E. **Waste Disposal:** The Contractor shall dispose of all wastes and provide all paperwork, including but not limited to, manifests and disposal certifications, in accordance with all federal, state, and local regulations. Asbestos waste shall be accompanied by an Asbestos Shipment Record. The AOC shall sign manifests, certifications, and shipping records for lead, asbestos, and PCB wastes generated from this contract.
- F. **Hot Work Permits:** When coordinating with the AOC's jurisdiction Superintendent for hot work, submit AOC designated "Hot Work Permit" (from AOC Safety Policy 10-14, available

from the COTR) or other form that meets OSHA Standards, as required.

- G. **Worker Certifications:** The Contractor shall provide copies of all worker certifications for handling Hazardous Materials, Working in Confined Spaces, and other certifications required by OSHA, EPA, and local regulatory agencies (not required by other technical sections in the Project Manual).
- H. **Scaffolding:** All scaffolding that is erected on this job will be erected in accordance with the requirements of 29 CFR 1926, Subpart L -- *Scaffolds*. Per OSHA Standards, a scaffold erection plan will be developed by the Contractor, certified by an engineer (licensed in the District of Columbia, Virginia, or Maryland) and provided to the CO prior to set up. Once in place, the Contractor's assigned safety officer shall inspect and document the conditions of the scaffold and scaffold anchor points prior to use, and once per shift thereafter. Any observed failures in the scaffold shall render it unusable until the condition is rectified and re-inspected. Weekly scaffold inspection reports shall be provided to the designated COTR for inclusion in the contract records.
 - 1. **Other Means of Access:** Should the Contractor employ other means of access to the work area, they shall be utilized in accordance with the requirements of 29 CFR 1926, Subpart N -- *Cranes, Derricks, Hoists, Elevators, and Conveyors*. The Contractor shall submit a plan for use of such equipment, fully coordinated with any other plans for site facilities (i.e., scaffolding, staging, etc.).
 - 2. **Scaffolding constructed** by the Contractor for use by AOC employees shall also comply with 29 CFR 1910.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. **Special facilities,** devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with all applicable regulations. Such materials and equipment shall be identified in the Plan of Action called for herein.

2.2 MATERIAL SAFETY DATA SHEETS (MSDSs):

- A. **MSDSs** shall be available on-site for all products used under this contract. The prime contractor is responsible for meeting the hazard communication requirements, in accordance with 29 CFR 1910.1200. To the extent feasible, non-flammable and non-toxic products shall be used.

PART 3 - EXECUTION

3.1 HAZARDOUS MATERIALS:

- A. **General:** The Contractor shall bring to the COTR's attention, any material suspected of being hazardous which he/she encounters during execution of the work. The COTR shall then determine whether the Contractor shall perform tests to determine the nature or toxicity of the material. If the COTR directs the Contractor to perform tests, and/or if the material is

found to be hazardous and additional protective measures are needed, a change to the contract may be required (subject to the “AOC Official Procedure for Making Changes to Contracts”). Persons conducting sampling testing and laboratories processing samples shall be certified.

3.2 PROTECTION:

- A. **Contractor Responsibility:** The Contractor shall take all necessary precautions to prevent injury to the public, building occupants and visitors, and damage to or contamination of property or the environment. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or subcontractor thereof.
- B. **Welding, Cutting, and Brazing:** The AOC specifically requires a permit for welding, cutting, and brazing. This AOC “Hot Work Permit” shall be approved each day by the AOC Superintendent’s Safety Specialist, or his/her designee, and coordinated through the Superintendent’s Office whenever welding, cutting or any open flame work is performed. Work areas shall be kept clear of combustibles within a 35-foot radius of any hot work. Combustibles which cannot be removed shall be covered with flame-resistant blankets. Compressed gas cylinders shall be secured in a vertical position and stored in accordance with Compressed Gas Association (GSA) Guidelines at all times. Valve protection caps shall be in place whenever cylinders are not in use, moved or stored. Appropriate fire extinguishers shall be maintained at welding and cutting operations. A designated fire watch shall sign and return the permit. The fire watch shall be on duty during operations and for a minimum of 30 minutes after completion of welding or cutting operations to ensure no possibility of fire exists.
 - 1. Provide adequate ventilation to protect employees from fume or gas exposure.
 - 2. During arc welding activities erect screens to shield activities.
- C. **Storage:** It is prohibited to store, position, or use equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities. Storing of combustible or flammable liquids shall be in accordance with the current edition of the National Fire Code for Flammable and Combustible Materials (NFPA 30). Compressed gases shall be stored in accordance with Compressed Gas Association (CGA) guidelines.
- D. **Obstructions:** No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present an unsafe or unhealthy condition to the public or building occupants.
- E. **Housekeeping:** Housekeeping practices shall be in conformance with OSHA 29 CFR 1910.22, 29 CFR 1910.141, 29 CFR 1910.1001, 29 CFR 1910.1025, 29 CFR 1926.25, 29 CFR 1926.62, and 29 CFR 1926.1101, for non-construction and construction contracts respectively.
- F. **Protection of the Public and Federal Employees:** Work shall not be performed in any area occupied by the public or Federal employees unless the Contractor takes adequate steps for the protection of the public and Federal employees, and work is specifically permitted by the contract/COTR/jurisdiction Superintendent. Comply with requirements of ANSI A10.34.2001.

- G. **Pedestrian Access Ways:** All interior and exterior paths of travel established for pedestrian circulation within and around a construction site shall meet the requirements of 28 CFR Part 36 (*ADAAG*), Appendix A (Standards for Accessible Design), Articles 4.3 through 4.5; when a path is changed to accommodate work, the Contractor shall also provide directional signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003. All paths shall be maintained clear and level, without obstruction. Any proposed exceptions to these requirement must be approved in writing by the Architect prior to construction.
1. **Lighting:** All interior/exterior access ways, both permanent and temporary, shall be provided with a uniform minimum lighting level of 3 footcandles (fc) at the walking surface, in accordance with 29 CFR 1926.56(a), Table D-3 - *Minimum Illumination Intensities in Foot-Candles*.
- H. **Alternate Precautions:** When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, warning lights, the use of signal persons, the erection of barricades or similar controls around particularly hazardous operations shall be approved and used.
- I. **Work Over Thoroughfares:** When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When exposure to falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- J. **Temporary Construction Barriers:** Temporary construction barriers, partitions which cover a hole in a rated fire wall, protect occupants from noise or vibration, or separate the construction from public access and exit corridors shall be erected floor-to-ceiling, wall-to-wall, and shall remain in place for the duration of the contract. The minimum construction standards for these temporary barriers shall be metal studs, anchored top and bottom at a maximum spacing of 16 inches (406 mm) on-center, and covered with a minimum of one layer of ½-inch gypsum wallboard.
- K. **Dust and Fume Control Measures:** Work performed adjacent to occupied areas shall be done within dust control barriers (generally constructed of polyethylene sheeting or other barriers as approved by the Architect). To the extent feasible, maintain the work environment at a negative pressure differential with the adjoining occupied areas. The use of fume and odor producing products and materials shall be done in such a manner, or at such a time as to minimize impact on building occupants. Provide measures to minimize migration of dust, fumes, gases, and similar affects into the adjacent areas. Ensure that adequate ventilation is provided to work areas in conformance with OSHA regulations.
- L. **Completion of Work:** Do not create or leave hazards unabated (e.g., open or absent electrical panels, unmarked circuit breakers/fuses, faceplates missing from receptacles, open maholes, un-barricaded trenches/excavations, etc.).

END OF SECTION 01546

SECTION 01731 - CUTTING, DRILLING, CORING, AND PATCHING**PART 1-GENERAL****1.1 RELATED DOCUMENTS**

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1, "General Requirements" of the Specification, apply to this Section.
- B. Division 13, Section 13930 - Wet-Pipe Sprinkler Systems

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting, drilling, coring and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting, drilling, coring, and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: The removal of existing construction necessary to permit the installation or performance of other Work.
- B. Coring: Removal of a cylindrical shaped portion of construction by the use of a wet or dry core drill machine.
- C. Drilling: To make a hole in a hard material with a drill.
- D. Patching: The fitting and repair work required to restore surfaces to original or existing conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting, Drilling, Coring, and Patching Procedures Plan: Approval of procedures for cutting, drilling, coring, and patching is required before proceeding. Submit a proposal describing procedures at least 14 days in advance of the time cutting, drilling, coring, and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting, drilling, coring, and patching required and proposed methods for each type of substrate. Approval by the AOC and a representative from the mason shop shall be obtained for each instance of cutting, coring, and drilling before beginning work.
 - 2. Description of the anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.

3. Disclose if water will be used to aide the cutting, coring or drilling process. Describe measures taken to ensure that water damage will not result from the coring, cutting or drilling process.
4. List products and equipment to be used and firms or entities that will perform Work. Indicate compatibility and cohesion characteristics of patching compounds with adjacent materials.
5. Describe methods to be used to control dust.
6. Indicate dates and times when cutting, drilling, coring, and patching is to be performed.
7. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
8. Where cutting, drilling, coring, and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the existing structure.
9. Approval by the AOC to proceed with cutting, drilling, coring, and patching does not waive the AOC's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.5 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut, drill, core or patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain approval of the cutting, drilling, coring, and patching procedures before cutting, drilling, coring, and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Structural deck.
 - f. Lintels.
 - g. Miscellaneous structural metals.
 - h. Stairs.
 - i. Equipment supports.
 - j. Piping, ductwork, vessels and equipment.
 - k. Structural systems of other construction.
- B. Operational and Safety Limitations: Do not cut, drill, core or patch operating elements or safety related components in a manner that would result in reduced capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
 1. Obtain approval of the cutting, drilling, coring, and patching procedures before cutting,

drilling, coring, and patching the following operating elements or safety related systems:

- a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Electrical wiring systems.
 - j. Conveying systems.
 - k. Operating systems of other construction.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the AOC's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting, drilling, coring, and patching. Remove and replace Work cut, drilled, cored or patched in a visually unsatisfactory manner.
1. Retain the original installer or fabricator to cut and patch exposed work if the original installer or fabricator is identified in the Contract Documents or is known to the Contractor and is available for the work.
 2. If it is not possible to engage the original installer or fabricator, engage a Specialist who is specifically experienced in the work.
 3. The cutting, drilling, coring, and patching procedures plan shall include but not necessarily be limited to work required at the following visual elements.
 - a. Stonework and masonry.
 - b. Painted plaster and lathe.
 - c. Ornamental metal.
 - d. Matched-veneer woodwork.
 - e. Preformed metal panels.
 - f. Firestopping.
 - g. Stucco, ornamental and flat plaster.
 - h. Carpeting.
 - i. Wall covering.
 - j. Mechanical system enclosures, cabinets, or covers.
- D. Dust Control: Comply with requirements for control of dust and dirt as included in Division 1 Section "GENERAL REQUIREMENTS."

1.6 EXISTING WARRANTIES

- A Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any existing warranties.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. General: Comply with requirements specified in other sections of the Contract Documents, the Project Manual, or as indicated on the drawings.
- B. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION**3.1 INSPECTION**

- A. Before cutting, drilling or coring existing surfaces, examine surfaces and conditions under which work is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Notify the AOC if hazardous materials are encountered and do not proceed with work until hazardous conditions are abated.
 - 1. Before proceeding, meet at the site with parties involved in cutting, drilling, coring, and patching, including mason shop representative and AOC. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
 - 2. Painted Surfaces: Prior to removing/disturbing any existing painted surface, the Contractor shall notify the AOC so that it can be tested for lead based paint. If lead based paint is found, it will be removed by the AOC as per the Specification requirements.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut, if needed.
- B. Protection: Protect existing construction during cutting, drilling, coring, and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting, drilling, coring, and patching operations.
 - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 2. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting, drilling, coring, and patching. Proceed with cutting, drilling, coring, and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
 - 2. The Contractor is responsible for all cutting of walls. The Contractor is to assume that all painted surfaces contain lead-based paint and shall utilize shrouded equipment with an integrated HEPA filtering system.
- B. Cutting, Drilling and Coring: Cut/drill/core existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, where cutting/drilling/coring is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut/drill/core holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.
 - 4. Equipment used to drill holes shall be standard masonry drills commonly used for drilling small holes in concrete using rotary mode only. Hammer drills are prohibited.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Where removal of walls or partitions extends from one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color texture and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform finish.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.

4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.
- D. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats as indicated. Unless otherwise indicated:
1. Provide 3-coat system.
 2. Finish gypsum plaster with smooth-troweled finish. Sand lightly to remove trowel marks and arises.
 3. Cut, patch, point-up and repair plaster to accommodate other construction and to restore cracks, dents and imperfections.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting, drilling, coring, and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature.
- B. Vacuum all areas affected by the cutting, drilling, coring and patching immediately following completion of work in each area. Verify that all areas have been cleaned at the end of each workday. Re-clean if needed.
- C. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.

END OF SECTION 01731

SECTION 13281 - ASBESTOS ABATEMENT PROCEDURES**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. **General:** This section includes required procedures necessary to reduce air concentrations of asbestos to the specified level and maintain the specified asbestos control limits that is mandated during the life of the contract. It also includes procedures for the encapsulation, removal, containment, and disposal of asbestos containing materials.

1. Work Area: Incoming Water Service Insulation, assume 10 linear feet on 2-inch diameter pipe for bidding purposes.

1.2 QUALITY ASSURANCE:

- A. **Definitive Responsibility Criteria:**

1. **Qualifications For the Asbestos Abatement Contractor:**

- a. **Asbestos Abatement Experience:** Provide the name and location of at least five (5) prior asbestos abatement projects, successfully performed by the selected Asbestos Abatement Contractor, that are comparable in scope of work, structure, project costs and in complexity. For each project include the name and current telephone number of the project's contract representative. Address how each project is comparable in scope of work, structure, project costs and complexity.
- b. **Project Documents:** Provide copies of the daily logs and air monitoring reports including final clearance sample results, for the five abatement projects submitted in response to the preceding paragraph.
- c. **Pollution Liability Insurance:** Submit proof of Pollution Liability Insurance coverage. If the completion date of the bid project is beyond the effective dates of the Pollution Liability Insurance coverage, then the selected contractor shall submit a statement stating it is understood, that this Pollution Liability Insurance coverage, shall remain in effect throughout the duration of this contract.
- d. **Federal/State EPA and OSHA citations:** Provide a list all federal and State EPA or OSHA citations the Contractor has received in the last five (5) years.

2. **Qualifications for the Supervisor / Competent Person:** Provide the name and experience record of the proposed Supervisor/Competent Person and foreman, the selected Asbestos Abatement Contractor, will assign to this project. Provide evidence that the proposed Supervisor/Competent Person has supervised at least five (5) asbestos abatement contracts of comparable scope and complexity.

- a. **Accreditation:** Provide evidence that shows the proposed Supervisor/Competent Person, is accredited as an asbestos Contractor/Supervisor as described in 40 CFR Part 763 (EPA's Model Accreditation Plan).

3. **Qualifications for the Certified Industrial Hygienist (CIH):** Provide the name and experience record of the CIH selected to perform the duties outlined in "Project Certified

Industrial Hygienist” below. Provide evidence showing that, in the last five years, the selected CIH has performed abatement oversight on projects of comparable scope and complexity.

- a. **Certification, Accreditation and Training:** Provide evidence that shows the selected CIH (1.) is certified in Comprehensive Practice by the American Board of Industrial Hygiene (ABIH) (2.) is currently accredited as an Asbestos Building Inspector, Contractor/Supervisor, and Project Designer as described in 40 CFR Part 763 (3.) has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course *Sampling and Evaluating Airborne Asbestos Dust* or equivalent (4.) is currently registered in the American Industrial Hygiene Association’s (AIHA) *Asbestos Analytical Registry* (5.) is currently participating in their *Proficiency Analytical Testing* (PAT) certification program.
 - b. **Errors and Omissions Insurance:** Provide evidence showing the Project CIH has Errors and Omissions Insurance coverage. If the completion date of the project is beyond the effective dates of the insurance coverage, submit documentation stating that the CIH(s) Errors and Omissions Insurance coverage will be kept current and in effect for the duration of the project.
4. **Qualifications for the Industrial Hygienist (IH):** Name of and experience record of the Industrial Hygienist(s) (IH), the CIH selects, who are qualified by virtue of their training and work experiences, to perform duties assigned by the CIH. Show experience on 5 projects of comparable scope and complexity, that the IH has overseen in the last five years. Provide evidence that:
- a. The selected IH is currently Accredited as an asbestos building inspector, Contractor/Supervisor, and Project Designer as described in 40 CFR Part 763.
 - b. The selected IH has successfully completed the NIOSH 582 course *Sampling and Evaluating Airborne Asbestos Dust* or equivalent and is currently registered in the American Industrial Hygiene Association’s (AIHA) *Asbestos Analytical Registry*.
 - c. The selected IH is currently participating in their (PAT) certification program.
5. **Testing Laboratory Qualifications:** Proof of qualifications of testing laboratory and personnel as follows:
- a. **Accreditation:** Provide proof of accreditation by the AIHA for asbestos analysis, and the NIST under National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis.
 - b. **Proficiency:** Provide the two most recent consecutive quarterly reports showing the laboratory analyzing the samples has been judged proficient by successful participation in the NIOSH’s PAT certification and Bulk Asbestos Proficiency Analytical Testing (ELPAT) programs.
 - c. **Laboratories and Microscopists:** Provide proof the laboratory(s) selected to analyze project samples is accredited by the American Industrial Hygiene Association (AIHA), holds appropriate state license and successful participation of the laboratory in the Proficiency Analytical Testing (PAT) Program. For microscopists to analyze fibers-in-air samples on site, provide proof that they have been judge by current inclusion on the AIHA Asbestos Analyst's Registry (AAR).
 - d. **Errors and Omissions Insurance:** Provide evidence showing the laboratory has Errors and Omissions Insurance coverage. If the completion date of the project is

beyond the effective dates of the insurance coverage, submit documentation stating that the laboratory's Errors and Omissions Insurance coverage will be kept current and in effect for the duration of the project.

- B. **Contractors performing** asbestos abatement work for the Architect of the Capitol in the District of Columbia are required to be licensed to do asbestos work in the District of Columbia. The Contractor shall comply with the licensing regulations of:

Government of the District of Columbia
Department of Consumer and Regulatory Affairs (DCA)
Environmental Regulation Administration
51 N Street NE
5th Floor
Washington, DC 20002

- C. **Contractor employees** assigned to active asbestos work areas in the District of Columbia must be licensed by the District of Columbia as trained asbestos workers and supervisors. The Abatement Personnel shall have completed the EPA AHERA/OSHA abatement worker/supervisor course; have training on the standard operating procedures of the Abatement Contractor; have one year of asbestos abatement experience; have applicable medical and respiratory protection documentation; have certificate of training and State accreditation/license.
- D. **Asbestos Control Limits:** The enclosed work areas shall be defined as a regulated area in accordance with 29 CFR 1910.1001 and 29 CFR 1926.1101.
1. **Inside Asbestos Work Area:** For personnel wearing negative-pressure respirators, air concentrations of asbestos shall not exceed an 8-hour time weighted average of 0.1 fibers (longer than 5 microns), per cubic centimeter of air as determined by the NIOSH 7400 method. Regardless of respiratory protection worn, air concentrations inside the work area will not exceed an 8-hour time weighted average of one (1) fiber per cubic centimeter as determined by the NIOSH 7400 method. In the event that this level is exceeded, all work in the asbestos work area shall stop and may not restart until fiber levels are below an 8-hour time weighted average of one (1) fiber per cubic centimeter as determined by the NIOSH 7400 method. It is the responsibility of the Contractor to provide an independent industrial hygiene consultant to provide the required personal air monitoring and to assure that all safety and health procedures are followed.

2. **Outside Asbestos Work Area:** Air concentrations of asbestos shall not exceed 0.01 fibers (longer than 5 microns) per cubic centimeter of air as determined by the NIOSH 7400 method. This applies to all areas in the building while work is in progress, except for the asbestos work area. Anytime this level is exceeded, all work in the asbestos work area will be stopped and may not restart until approval from the AOC/SOHB is given. To assure compliance with this provision, the government may provide (in addition to the approved sampling plan), air monitoring outside the Contractor's work area. If used, the government's industrial hygienist will have unrestricted access to the Contractor's work site. If the asbestos abatement Contractor wishes, he may perform any additional air sampling to assure compliance and for comparison with this specification.
- E. **Project Certified Industrial Hygienist (Project CIH):** The primary Contractor shall engage the services of a CIH certified in Comprehensive Practice by the American Board of Industrial Hygiene (ABIH) for the period of this contract. Selection of the Project CIH is subject to approval of the Architect. This person is responsible for all environmental oversight of this contract. Although contracted by the General Contractor, the Project CIH is responsive to the Architect. During the contract period, the Project CIH is required to be on call and to be on project site within two hours after notification by the Architect. Additionally, the Project CIH will arrange for another Architect approved CIH, to be a back-up, to cover duties assigned under this specification, in the event that the selected Project CIH is not able to be on site as required or cannot report to the project site within the allotted 2 hours. Responsibilities for the Project CIH include but shall not be limited to the following:
1. **Coordination meeting.** Immediately after selection the Project CIH will contact the Architect to schedule a coordination meeting. Suggested attendees to this meeting are: the AOC Construction Manager, a representative of the AOC/SOHB, and a representative of the AOC jurisdiction where the work is being performed. The purpose of this coordination meeting is to establish a clear working knowledge of the project and the responsibilities of the Project CIH with the Architect's staff.
 2. **Certify**, that prior to beginning any abatement activity, all personnel is trained in accordance with OSHA 29 CFR 1926.1101 (k)(9) and any additional State/Local requirements. Training must include, at a minimum, the elements listed at 29 CFR 1926.1101 (k)(9)(viii). Training shall have been conducted by a third party, EPA/State approved trainer meeting the requirements of EPA 40 CFR 763 Appendix C (AHERA MAP). Provide copies of the initial training certificates and all refresher taken to date.
 3. **Certify** that medical examinations meeting the requirements of 29 CFR 1926.1101 (m) are provided for all personnel working in the regulated area, regardless of exposure levels. The physician's written opinion as required by 29 CFR 1926.1101 (m)(4) shall be provided for each person and shall include in the opinion the person has been evaluated for working in a heat stress environment while wearing personal protective equipment and is able to perform the work.
 4. **Review**, approve and submit for review to the Architect:
 - a. **All asbestos abatement plans** of action for conformance to applicable referenced standards and this specification.
 - b. **All submittals** (except initial submittal of contractor qualification information) the Contractor submits under paragraph 1.4.
 - c. **All sampling data** within the time frames outlined in this specification.

5. **Review**, approve and submit to the Architect for review all required Material Safety Data Sheets (MSDS) submitted by the Contractor.
 6. **Inspect and or oversee** the inspection of, asbestos abatement removal work for conformance with the approved plan.
 7. **Develop and submit** for review a daily monitoring plan to test airborne levels of asbestos to determine exposure levels. The plan will include all personal, area, and final air samples to be used to clear a containment area.
 8. **Perform daily monitoring** in accordance with the approved plan.
 9. **Ensure all work** is performed in strict accordance with this specification at all times.
 10. **Ensure hazardous exposure** to personnel and to the environment are adequately controlled at all times.
 11. **The Project CIH shall visually inspect** and approve all asbestos containment areas before asbestos containing materials are removed and before performing any final air tests.
 12. **At the direction** of the AOC/SOHB, the Project CIH shall investigate possible contaminations and contamination related complaints. The Project CIH, shall perform any necessary sampling and/or site investigations in order to develop findings and conclusions of the reported incidence. Submit a verbal report that outlines all findings of the investigation to the AOC/SOHB within 24 hours of the initial notice. Submit a final written report to the AOC/SOHB within 3 work days of the initial notice.
 13. **With the approval of the Architect the Project CIH** may select IH (s) to perform duties assigned by the Project CIH. The selected IH (s) shall be under the direct supervision of the Project CIH, who will be responsible for IH(s) job performance, and will review and approve all results of their work. The selection of IH (s) shall be based on their training and work experiences and will be subject to the approval of the Architect.
 14. **PPE:** Establish the Personal Protective Equipment (PPE) daily.
- F. **Project Competent Person:** The abatement contractor shall assign a competent person as defined in 29 CFR 1926.1101, as a person who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them. This person shall meet the criteria outlined in paragraph 1.2.A.2, of this specification and is required to be on site supervising the work. Responsibilities for the Project Competent Person include but shall not be limited to the following:
1. Comply with the requirements outlined in 29 CFR 1926.1101, paragraph (o) *Competent Person*.
 2. Follow the requirements outlined by the Project CIH.
 3. Limit access to the abatement area by permitting only authorized personnel and personnel listed in "Access to Work Area" below to enter.
 4. No employee shall be allowed to wear a respirator unless a physician has determined they are capable of doing so and has issued a written opinion for that person.
 5. All personnel wearing respirators shall have a current qualitative/quantitative fit test which was conducted in accordance with 29 CFR 1910.134 (f) and Appendix A. Fit tests shall be done for PAPRs with the blower off.
 6. The Competent Person shall assure that the positive/negative fit check is done each time the respirator is donned by an employee. Head coverings must cover respirator head straps. Any situation that prevents an effective face piece to face seal as evidenced by failure of a fit check shall preclude that person from wearing a respirator until resolution of the problem.

7. Maintain a daily log of all persons who enter and exit the work area until the containment is authorized for removal.
8. Working with the project CIH, ensure that all documents are filed in the final report due three days after the containment is authorized for removal.
9. Ensure that only personnel with current EPA accreditation and DC asbestos license, perform abatement work in the work area.

1.3 REFERENCES:

A. American National Standards Institute (ANSI) Publication:

1. Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems

B. American Society for Testing and Materials (ASTM) Publication:

1. E 849-82 - Safety and Health Requirements relating to Occupational Exposure to Asbestos

C. Code of Federal Regulations (CFR):

1. 29 CFR 1910.1001, Occupational Safety and Health Act (OSHA), INCLUDING Appendix A through I.
2. 29 CFR 1910.20, Subpart C, General Safety and Health Provisions.
3. 29 CFR 1910.134, OSHA General Industry Respirator Requirements.
4. 29 CFR 1926.1101. Occupational Exposure to Asbestos, Construction Industry Standard, INCLUDING Appendix A through K.
5. 40 CFR Part 61, Subpart M: U.S. Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos.

D. State and Local Regulations:

1. Applicable state and local regulations shall apply.

E. Architect of the Capitol

1. The Architect of the Capitol's *Uniform Asbestos Management Program*.
2. Other special requirements listed by the AOC.

1.4 SUBMITTALS:

A. General: Transmit all submittals to the Architect for review.

B. Initial Submittal of Asbestos Abatement Contractor or Subcontractor Qualification Information: Items 1 through 3 below are to be submitted as a complete package after the bid receipt, but are required to be reviewed by the AOC Safety and Environmental Division (AOC/SOHB) prior to Notice to Proceed.

1. **Asbestos Abatement Contractor or Subcontractor Qualification Information:** Submit for review, the name, address, telephone number and required documentation of qualifications of the Asbestos Abatement Contractor or Subcontractor, selected for this contract.

2. **Certified Industrial Hygienist (Project CIH):** Submit name, address, telephone number and required documentation of qualifications of the Certified Industrial Hygienist selected to perform the duties outlined in 1.2.E above.
 3. **Experience and Qualifications of Supervision:** Submit name of and required documentation of qualifications of the proposed competent person who would be assigned to this project, as outlined in “Definitive Responsibility Criteria” above.
- C. **Post-Award Asbestos Abatement Submittal:** Items listed below are to be submitted after the award, but are required to be reviewed and recommended approved, by the Project Certified Industrial Hygienist (CIH) prior to submission to the Safety and Occupational Health Branch or his designated representative. These actions must be completed prior to starting work.
1. **Experience and Qualifications of Workers:** Name and experience record, if any, of workmen who will be assigned to this project. Include for each person evidence of successful completion of State of Maryland or Commonwealth of Virginia training given by qualified personnel. Provide certification that employees meet the OSHA medical surveillance requirements.
 2. **License Information:** Provide a copy of a current District of Columbia Asbestos Contractor’s License and Individual Asbestos License for asbestos projects in the District of Columbia.
 3. **CIH Approved Plan of Action:** Before start of work submit the design and layout of the regulated area and the negative air machines. The submittal shall indicate the number of, location of, and size of negative air machines. The point(s) of exhaust, air flow within the regulated area, anticipated negative pressure differential, and supporting calculations for sizing shall be provided. In addition, submit the following:
 - a. Manufacturer's information on the negative air machine(s).
 - b. Method of supplying power to the units and designation/location of the panels.
 - c. Description of testing method(s) for correct air volume and pressure differential.
 - d. Provide manufacturer's product data on the pressure differential measuring device used.

There will be 4 air exchanges required with minus 0.02 inch of water pressure differential. The plan must include the location and layout of each containment and decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site. The plan must explain the use of portable HEPA ventilation systems, identify the means of isolating the building's HVAC system during removal operations, detail the method of removal to prohibit emissions into the work area, and identify the method of packaging the asbestos waste. No locally exhausted HEPA filtered drills or saws shall be used as the sole means of containment of drilling or cutting asbestos-containing materials unless prior approval is given by the AOC/SOHB.
 4. **Project CIH Approved Area Sampling Plan:** Submit a detailed plan which shows the proposed air sampling strategy to be used to comply with the requirements specified. This plan must be separate from the CIH approved plan of action. Show all locations where sampling will occur during the asbestos abatement operation.
 5. **Temporary Storage of Containerized Asbestos Waste:** Submit a request to the AOC, requesting a location for temporary storage of containerized asbestos waste that is generated by this project.

6. **Project CIH Approved Disposal Plan:** Submit to the Architect a disposal plan including the location of the approved disposal site and the contractor's method for documenting proper asbestos disposal. Detail the methods by which the containerized asbestos waste is taken from the work area to the temporary storage area.
7. **IH qualifications:** Submit the name and required documentation of qualifications of the proposed IH (s) for this project.
8. **NESHAP Notification Requirements:** The contractor shall coordinate with the AOC/SOHB, in submitting the appropriate written notification. Any costs incurred due to expiration of the EPA NESHAP notice before completing assigned abatement work will be at the expense of the Contractor. **For the purpose of this contract, initial and all changes to the initial notification shall be postmarked by the appropriate addressee below, at least 10 working days and 35 calendar days respectively, prior to the start of asbestos abatement work:**

- a. Ten (10) working days prior to beginning asbestos abatement work notify:

U. S. Environmental Protection Agency Region III
Pesticides/Asbestos
Programs and Enforcement Branch
Mail Code: 3WC32
1650 Arch Street
Philadelphia, PA 19107

And

District of Columbia
Department of Health
Air Quality Division
51 N Street NE
Washington, DC 20002
Phone: (202) 535-2259
FAX Number 202-535-1371

Thirty Five (35) days prior to beginning asbestos abatement work notify:

AOC, Safety and Occupational Health Branch (AOC/SOHB)
Ford House Office Building
Room HOB2-553
Washington DC 20515
Phone: (202) 225-4043
FAX NUMBER (202) 226-9915

And the affected AOC Building Superintendent to satisfy the District of Columbia's building occupant asbestos abatement notification requirement.

- b. **Changes to the original NESHAP Notification:** Any changes to the original notification, shall be coordinated with the AOC/SOHB prior to submission. After this coordination, the Contractor shall submit changes to the original notification, pursuant to the NESHAP requirements, within the time frames specified and to the appropriate jurisdiction listed above.

- c. **Emergency NESHAP Notices:** The Contractor, shall contact the AOC/SOHB, for procedures regarding the submission of any emergency notifications, pursuant to the NESHAP requirements.
- 9. **AOC Asbestos Project Number:** Contact the AOC/SOHB at 202-225-4043 for this number. This Asbestos Control Number will be used in all documents concerning this project.
- 10. **Certificates of Compliance:** RESERVED
- 11. **Information on Encapsulating Material:** Submit written evidence that material meets the the specified characteristics and the latest requirements of the EPA.
- 12. **Laboratory Qualification Information:** Submit proof of required qualifications of testing laboratory and their personnel. See “Testing Laboratory Qualifications”.
- 13. **Containers For Disposal of Friable Asbestos:** Submit for review, the manufacturers cut sheet for the bags and containers the contractor intends to use to dispose of the asbestos containing material. Bags shall be minimum of 6 mil polyethylene (or equivalent) and labeled in accordance with 40 CFR Part 61 subpart M (NESHAP) and 29 CFR 1926.1101.
- 14. **Decontamination Facility:** Unless otherwise specified by the AOC/SOHB, throughout the time that asbestos abatement is taking place, the Asbestos Abatement Contractor will maintain a working three-stage decontamination facility at the point of access to the containment. As a minimum, the decontamination facility will consist of a clean changing area, an air space, a shower, another air space, and a contaminated changing area. The size and location of this facility shall be reviewed by the AOC/SOHB.
- 15. **Sequencing/Scheduling:** Submit for review, the sequencing and/or scheduling for each containment or containments being performed under this contract, to the AOC/SOHB.
- 16. **Filtering for vacuums and exhaust equipment** shall conform to ANSI Z9.2. HEPA filters shall be used in all vacuums and exhaust equipment. All HEPA filtered vacuums and exhaust equipment shall be tested for integrity with a Dioctylphthalate (DOP) or Dioctylsubacate (DOS) smoke generator. Submit evidence showing that all HEPA filtered vacuums and exhaust equipment, scheduled for use under this Contract, have been tested and passed an DOP or DOS smoke generator.
- 17. **HEPA Filter Replacement:** If any HEPA filtered vacuums or ventilation equipment requires HEPA filter replacement during this abatement operation, another dioctylphthalate (DOP) test shall be performed. The results of the dioctylphthalate (DOP) test shall be submitted when received and reviewed by the AOC/SOHB before re-using the equipment under this Contract.
- 18. **Encapsulant Requirements:** Submit, before the start of work, the manufacturer's technical data for all types of encapsulant used on the project. Provide application instructions. Submit certification data as required in Encapsulant section. Submit MSDS for each material in compliance with 29 CFR 1910.1200. Submit certification from manufacturer that material it will adequately wet ACM as per NESHAP requirements.

- D. **During-Work Asbestos Abatement Submittal:** After review and approval by the Project CIH, submit items required under 1.4D1 and 1.4D2 to the AOC/SOHB as the work progresses and at the times specified.

1. **Air Monitoring and Work Area Inspections:**

- a. **Air Monitoring Results:** Post for all workers to see, within 24 hours of collection, the results of all air monitoring conducted. Post the results at a location designated by the General Contractor and notify the AOC/SOHB. A copy of the results shall be provided to the AOC/SOHB within the same time frame.
- b. **Differential Air Pressure Readings:** Starting when a negative pressure containment is erected and approved by the Project CIH, a strip chart recorder shall be installed and work area relative pressure shall be monitored 24 hours a day until final air clearances are produced. Submit a copy of the daily strip chart record to the AOC/SOHB within 24 hours after the recording was made.
- c. **Work Area Inspections:** The Project CIH shall personally perform a visual inspection of the abatement work area for the pre-removal, pre-final, and re-occupancy stage. The Project CIH or the IH(s) working for the Project CIH, will perform visual inspections of the abatement work area daily and pre-final. Submit documentation of the daily, pre-removal, pre-final inspections to the AOC/SOHB, within 24 hours of completion. Documentation of the re-occupancy stages of the work inspection shall be submitted to the AOC/SOHB as soon as completed.

2. **Transporting and Disposing of Asbestos Containing Materials (ACM):**

- a. **Disposal Receipts:** Submit receipts from the transporter, that acknowledge the contractor's shipment of ACM from the site (NESHAP Waste Shipment Records) within three (3) days following removal of ACM from the premises. Provide on each receipt the date, quantity of material removed, and signature of an authorized representative of the transporter. A signed and dated copy to the Waste Shipment Record, showing receipt at an authorized landfill, must be received by AOC/SOHB within 10 calendar days of the date of the shipping receipt.
- b. **Transportation Vehicles:** Transportation shall be in vehicles dedicated to asbestos transportation. Vehicles shall be marked in accordance with DOT and NESHAP regulations.

- E. **Final Submittal:** After review and approval by the Project CIH, submit items required under 1 and 2 below to the AOC/SOHB within 3 calendar days at the completion of work for each containment. The CIH shall submit a project report consisting of:

1. The daily log book information and documentation of events during the abatement project.
2. Copies of all waste shipment records for asbestos waste sent to the designated landfill.
3. The report shall include a certificate of completion.
4. All air and bulk sampling conducted for this project.
5. All final air clearance data.
6. All perimeter samples.
7. Copies of training certificates for all personnel engaged in this abatement work.
8. Copies of respirator fit tests for all personnel engaged in this abatement work.
9. Copies of the OSHA required asbestos and respirator medical clearances for all personnel engaged in this abatement work.

10. The final report shall include an executive summary. The executive summary must show:
 - a. A summary of the work done.
 - b. A statement that all personnel conducting this abatement operation had all required training and were medically cleared to perform this type of work in accordance with OSHA, EPA regulations and all State and Local laws, rules and regulations.
 - c. The executive summary must also show that all final air samples results were below the limits established by EPA, the District of Columbia, and this specification and declare the area ready for re-occupancy.
 - d. Describe the type, application, and quantity of asbestos containing materials removed by the contractor.
 - e. Include all copies of the final air and bulk sampling as performed by a third party.
 - f. Indicate that all building systems disturbed by the contractor during the work under the contract have been reinstalled and are in working order.

1.5 CONTRACTOR RESPONSIBILITY:

- A. **The Contractor** shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations, and shall hold the government harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.
- B. **The Contractor shall** secure all necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by federal, state, regional, and local authorities. For this project, ensure that notification to the Regional Office of the EPA and the District of Columbia is made, and provide copies of the notification to the AOC/SOHB 10 days prior to the commencement of the work. Provide notification in accordance with 40 CFR 61.22(d)(1).
- C. **The Contractor** shall inform the affected building Superintendent and the AOC/SOHB not less than thirty five (35) days prior to commencement of the asbestos abatement, of the health or safety factors that necessitate the asbestos abatement and procedures that will be taken to protect the health, safety, and possessions of the building occupants.
- D. **SITE SECURITY**
 1. **Regulated area** access is to be restricted only to authorized, trained/accredited and protected personnel. These may include the Abatement Contractor's employees, employees of Subcontractors, AOC employees and representatives, State and local inspectors, and any other designated individuals. A list of authorized personnel shall be established prior to commencing the project and be posted in the clean room of the decontamination unit.
 2. **Entry into** the regulated area by unauthorized individuals shall be reported immediately to the Competent Person.
 3. **A log book** shall be maintained in the clean room of the decontamination unit. Anyone who enters the regulated area must record their name, affiliation, time in, and time out for each entry.

4. **Access to the** regulated area shall be through a single decontamination unit. All other access (doors, windows, hallways, etc.) shall be sealed or locked to prevent entry to or exit from the regulated area. The only exceptions for this requirement are the waste load-out area which shall be sealed except during the removal of containerized asbestos waste from the regulated area, and emergency exits. Emergency exits shall not be locked from the inside, however, they shall be sealed with poly sheeting and taped until needed.
5. **The Abatement Contractor's** Competent Person shall control site security during abatement operations in order to isolate work in progress and protect adjacent personnel. Containment shall be locked out when the competent person leaves the site. The entrance to the regulated area requires all entrants to be logged in/out so that only authorized personnel are allowed entrance.
6. **The Abatement Contractor** will have the AOC's assistance in notifying adjacent personnel of the presence, location, and quantity of ACM in the regulated area and enforcement of restricted access by the AOC's employees.
7. **The Abatement Contractor** shall provide plans to secure the regulated area during non-working hours.

E. **EMERGENCY ACTION PLAN AND ARRANGEMENTS**

1. **An Emergency Action Plan** shall be developed by the Abatement Contractor prior to commencing abatement activities and shall be agreed to by the Abatement Contractor and the AOC. The Plan shall meet the requirements of 29 CFR 1910.38 (a);(b).
2. **Emergency procedures** shall be in written form and prominently posted in the clean room and equipment room of the decontamination unit. Everyone, prior to entering the regulated area, must read and sign these procedures to acknowledge understanding of the regulated area layout, location of emergency exits and emergency procedures.
3. **Emergency planning** shall include written notification of police, fire, and emergency medical personnel of planned abatement activities; work schedule and layout of regulated area, particularly barriers that may affect response capabilities.
4. **Emergency planning** shall include consideration of fire, explosion, hazardous atmospheres, electrical hazards, slips/trips and falls, fiber release episodes, confined spaces, and heat stress illness. Written procedures addressing emergency situations shall be developed. Employees need to be aware of these procedures.
5. **Employees** shall be trained in regulated area/site evacuation procedures in the event of workplace emergencies.
 1. **For non life-threatening** situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the regulated area to obtain proper medical treatment.
 2. **For life-threatening** injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove them from the regulated area, and secure proper medical treatment.
6. **Telephone numbers** of all emergency response personnel shall be prominently posted in the clean room, along with the location of the nearest telephone.

7. **The Emergency Action Plan** shall provide for a contingency plan in the event that an incident occurs that may require the modification of the standard operating procedures during abatement. Such incidents include, but are not limited to, fire; accident; power failure; negative pressure failure; and supplied air system failure. The Abatement Contractor shall detail procedures to be followed in the event of an incident assuring that work is stopped and wetting is continued until correction of the problem.

1.6 PROJECT/SITE CONDITIONS:

- A. **Means of Egress:** Establish and maintain emergency and fire exits from the work area.
- B. **Environmental Conditions to be Maintained:** Normal environmental conditions (heat, light, air conditioning) must be maintained outside of the work area.
- C. **DECONTAMINATION FACILITIES:** Provide each work area with separate personnel decontamination facility (PDF) and equipment decontamination facilities (EDF). Ensure that the PDF is the only means of ingress and egress to the regulated area and that all equipment, bagged waste, and other material exit the regulated area only through the EDF. See OSHA 29 CFR 1926.1101, Appendix F. The size and location of this facility shall be reviewed by the AOC/SOHB.
 1. **GENERAL REQUIREMENTS.** All personnel entering or exiting a regulated area shall follow the requirements of 29 CFR 1926.1101 (j)(1) and these specifications. All equipment and materials must exit the regulated area through the EDF and be decontaminated in accordance with these specifications. Walls and ceilings of the PDF and EDF must be constructed of a minimum of 2 layers of 6 mil, clear/opaque/black/white fire retardant polyethylene sheeting and be securely attached to existing building components and/or an adequate temporary framework. A minimum of 2 layers of 6 mil poly shall also be used to cover the floor under the EDF and PDF units. Construct doors so that they overlap and secure to adjacent surfaces. Weigh sheets with layers of duct tape so that they close quickly after release. Put arrows on sheets so they show direction of travel and overlap. Construct a solid barrier on the occupied side(s) to protect the sheeting if the area adjacent to the abatement is occupied,.
 2. **TEMPORARY FACILITIES TO THE PDF AND EDF.** The Competent Person shall provide temporary water service connections to the EDF and PDF. Water supply must be of adequate pressure and meet requirements of 29 CFR 1910.141(d)(3). Provide adequate temporary electric power with ground fault protection and overhead wiring in the EDF and PDF. Provide a sub-panel for all temporary power in the clean room. Provide adequate lighting to maintain a minimum of 50 foot candles in the EDF and PDF. Provide temporary heat to maintain 70 deg F throughout the PDF and EDF except the shower of the PDF shall be maintained at 75 deg F.
 3. **PERSONNEL DECONTAMINATION FACILITY (PDF).** The Competent Person shall provide a PDF consisting of shower room which is contiguous to a clean room and equipment room. The PDF must be sized to accommodate the number of personnel scheduled for the project. The shower room, located in the center of the PDF, shall be fitted with as many portable showers as necessary to insure all employees can complete the entire decontamination procedure within 15 minutes. The PDF shall be constructed of opaque poly for privacy. The PDF shall be constructed to eliminate any parallel routes of egress without showering.

4. **Clean Room:** The clean room must be visually separated from the rest of the building to protect the privacy of personnel changing clothes. The clean room shall be constructed of at least 2 layers of 6 mil fire retardant poly to provide an air tight room. Provide a minimum of 2 flapped doorways 3 feet wide. One doorway shall be the entry from outside the PDF and the second doorway shall be to the shower room of the PDF. The floor of the clean room shall be maintained in a clean, dry condition. Shower overflow shall not be allowed into the clean room. All surfaces in the clean room shall be disinfected twice after each shift change. An adequate supply of disposable towels and disposable protective clothing shall be present in the clean room. Provide up to 2 storage lockers per person. A portable fire extinguisher, Type ABC, shall be provided in accordance with OSHA and NFPA Standard 10. All persons entering the regulated area shall remove all street clothing in the clean room and dress in disposable protective clothing and respiratory protection. Any person entering the clean room does so either from the outside with street clothing on or is coming from the shower room without clothing or with bathing suits and thoroughly washed. Ensure that females, who are required to enter the regulated area be ensured of their privacy throughout the entry/exit process by posting guards at both entry points to the PDF so no male can enter or exit the PDF during her stay in the PDF.
5. **Shower Room:** The Competent Person shall assure that the shower room is a completely water tight compartment to be used for the movement of all personnel from the clean room to the equipment room and for the showering of all personnel going from the regulated area to the clean room. Each shower shall be constructed so water runs down the walls of the shower and into a drip pan. Install a freely draining smooth floor on top of the shower pan. The shower room shall be separated from the rest of the building and from the clean room and equipment room using air tight walls made from at least 2 layers of 6 mil fire retardant poly. The shower shall be equipped with a shower head and controls, hot and cold water, drainage, soap dish and continuous supply of soap, and shall be maintained in a sanitary condition throughout its use. The controls shall be arranged so an individual can shower without assistance. Provide a flexible hose shower head. Waste water will be pumped to a drain after being filtered through a minimum of a 100 micron sock in the shower drain; a 20 micron filter; and a final 5 micron filter. Filters will be changed a minimum of daily or more often as needed. Filter changes must be done in the shower to prevent loss of contaminated water. Hose down all shower surfaces after each shift and clean any debris from the shower pan. Residue is to be disposed of as asbestos waste.
6. **Equipment Room:** The Competent Person shall provide an equipment room which shall be an air tight compartment for the storage of work equipment, reusable footwear and for use as a change station for personnel exiting the regulated area. The equipment room shall be separated from the regulated area by a minimum 3 foot wide door made of three layers of 6 mil fire retardant poly. The equipment room shall be separated from the regulated area, the shower room and the rest of the building by air tight walls and ceiling constructed of a minimum of 2 layers of 6 mil fire retardant poly. If the airborne level of asbestos in the regulated area is expected to exceed 0.5 f/cc, add an additional air-lock between the equipment room and the regulated area. Damp wipe all surfaces of the equipment room after each shift change. Provide an additional loose layer of 6 mil fire retardant poly per shift change and remove this layer after each shift. Provide a temporary electrical sub-panel in this room to accommodate any power tools and equipment used in the regulated area.
7. **PDF construction shall be:** Clean room at the entrance followed by a shower room followed by an equipment room leading to the regulated area. Each doorway in the PDF is minimum of double flaps of 6 mil fire retardant poly.

8. **EQUIPMENT DECONTAMINATION FACILITY (EDF).** The Competent Person shall provide an EDF consisting of a wash room, and clean room for removal of equipment and material from the regulated area. Personnel shall not enter or exit the EDF except in the event of an emergency. Clean debris and residue in the EDF daily. All surfaces in the EDF shall be wiped/hosed down after each shift and all debris shall be cleaned from the shower pan. The EDF shall consist of the following:
 - a. **Wash Down Station:** Provide an enclosed shower unit in the regulated area just outside the Wash Room as an equipment bag and container cleaning station.
 - b. **Wash Room:** Provide a wash room for cleaning of bagged or containerized asbestos containing waste materials passed from the regulated area. Construct the wash room using materials selected and furnished by the Abatement Contractor and 2 layers of 6 mil fire retardant poly. Locate the wash room so that packaged materials, after being wiped clean, can be passed to the Holding Room. Doorways in the wash room shall be constructed of two layers of 6 mil fire retardant poly.
 - c. **Holding Room:** Provide a holding room as a drop location for bagged materials passed from the wash room. Construct the holding room using materials selected and furnished by the Abatement Contractor and 2 layers of 6 mil fire retardant poly. The holding room shall be located so that bagged material cannot be passed from the wash room to the clean room unless it goes through the holding room. Doorways in the holding room shall be constructed of two layers of 6 mil fire retardant poly.
 - d. **Clean Room:** Provide a clean room to isolate the holding room from the building. Construct the clean room using materials selected and furnished by the Abatement Contractor and 2 layers of 6 mil fire retardant poly. The clean room shall be located so as to provide access to the holding room from the building. Doorways to the clean room shall be constructed of two layers of 6 mil fire retardant poly. When a negative pressure differential system is used, a rigid enclosure separation between the EDF clean room and the adjacent areas shall be provided.
 - e. **EDF construction shall be:** Wash Room leading to a Holding Room followed by a Clean Room leading to the building.
 9. **EQUIPMENT DECONTAMINATION PROCEDURES.** At wash down station in the regulated area, thoroughly wet clean contaminated equipment and/or sealed polyethylene bags and pass into Wash Room after visual inspection. When passing anything into the Wash Room, close all doorways of the EDF, other than the doorway between the wash down station and the Wash Room. Keep all outside personnel clear of the EDF. Once inside the Wash Room, wet clean the equipment and/or bags. Close all doorways except the doorway between the Holding Room and the Clean Room. Workers from the Clean Room/Exterior shall enter the Holding Room and remove the decontaminated/cleaned equipment/bags for removal and disposal. These personnel shall wear full protective clothing and appropriate respirators. At no time shall personnel from the clean side be allowed to enter the Wash Room.
- D. **Access to Work Area:** Only approved personnel are authorized access to the work area. Once asbestos removal has started, access to the abatement work area by non-approved personnel is not permitted unless authorized by the AOC/SOHB representative, the Project CIH or the competent person. Access to work areas shall always be through decontamination areas. No employee shall be allowed to wear a respirator unless a physician has determined they are capable of doing so and has issued a written opinion for that person. All personnel wearing respirators shall have a current qualitative/quantitative fit test which was conducted in

accordance with 29 CFR 1910.134 (f) and Appendix A. Fit tests shall be done for PAPRs with the blower off. The Competent Person shall assure that the positive/negative fit check is done each time the respirator is donned by an employee. Head coverings must cover respirator head straps. Any situation that prevents an effective face piece to face seal as evidenced by failure of a fit check shall preclude that person from wearing a respirator until resolution of the problem. The Project CIH shall review work area air samples and make adjustments for the type of respiratory protection required. All personnel in the regulated area shall not be allowed to eat, drink, smoke, chew tobacco or gum, apply cosmetics, or in any way interfere with the fit of their respirator. The following personnel shall have access to work area with the established respiratory protection:

1. The AOC/SOHB will provide a list of AOC employees, who are authorized access to the abatement area.
 2. OSHA Inspectors.
 3. EPA Inspectors.
 4. DC Inspectors.
 5. Approved Contractor personnel.
- E. **PROTECTIVE CLOTHING:** Provide boots, booties, hard hats, goggles, clothing, respirators and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA in 29 CFR 1910.132 (d). Provide all personnel entering the regulated area with disposable full body coveralls, disposable head covering, and 18 inch boot coverings. The Competent Person shall ensure the integrity of personal protective equipment worn for the duration of the project. Provide plastic/rubber disposable gloves for hand protection. Cloth type gloves may be worn under plastic/rubber gloves, but cannot be used alone. Duct tape shall be used to secure all suit sleeves to wrists and to secure foot coverings at the ankle. The contractor shall provide daily, five sets of protective clothing for use by visiting authorized personnel.
- F. **REGULATED AREA ENTRY PROCEDURE:** Worker protection shall meet the most stringent requirement. The Competent Person shall ensure that each time workers enter the regulated area, they remove ALL street clothes in the clean room of the decontamination unit and put on new disposable coveralls, head coverings, a clean respirator, and then proceed through the shower room to the equipment room where they put on non-disposable required personal protective equipment.
- G. **DECONTAMINATION PROCEDURE - PAPR:** The Competent Person shall require all personnel to adhere to following decontamination procedures whenever they leave the regulated area.
1. **When exiting** the regulated area, remove disposable coveralls, and ALL other clothes, disposable head coverings, and foot coverings or boots in the equipment room.
 2. **Proceed to the** shower with respirator but without clothing or with bathing suit. Showering is MANDATORY. Care must be taken to follow reasonable procedures in removing the respirator to avoid damaging filters while showering. The following procedure is required as a minimum:
 - a. **Thoroughly wet** body including hair and face. If using a PAPR, hold blower and battery above head to keep filters dry.

- b. **With respirator** still in place, thoroughly decontaminate body, hair, respirator face piece, and all other parts of the respirator except the blower and battery pack on a PAPR. Pay particular attention to cleaning the seal between the face and respirator face piece and under the respirator straps.
 - c. **Take a deep breath**, hold it and/or exhale slowly, completely wetting hair, face, and respirator. While still holding breath, remove the respirator and hold it away from the face before starting to breathe.
 3. **Carefully decontaminate** the face piece of the respirator inside and out. If using a PAPR, shut down using the following sequence: a) first cap inlets to filters; b) turn blower off to keep debris collected on the inlet side of the filter from dislodging and contaminating the outside of the unit; c) thoroughly decontaminate blower and hoses; d) decontaminate battery pack with a damp rag. (Note: THIS PROCEDURE IS NOT A SUBSTITUTE FOR RESPIRATOR CLEANING!).
 4. **Shower and** wash body completely with soap and water. Rinse thoroughly.
 5. **Rinse shower** room walls and floor to drain prior to exiting.
 6. **Proceed from** shower to clean room; dry off and change into street clothes or into new disposable work clothing.
- H. **DECONTAMINATION PROCEDURE - AIR PURIFYING, NEGATIVE PRESSURE RESPIRATOR:** The Competent Person shall require all personnel use the following decontamination procedures, as a minimum, whenever leaving the regulated area with a full face, HEPA filtered respirator:
1. **When exiting** the regulated area, remove disposable coveralls and ALL other clothes, disposable head coverings, and disposable foot coverings or boots in the equipment room.
 2. **Still wearing** the respirator and completely naked, proceed to the shower, which is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required, as a minimum:
 - a. **Thoroughly wet** body from neck down. Wet hair as thoroughly as possible without wetting the respirator filter.
 - b. **Take a deep breath**, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter(s). While still holding breath, remove respirator and hold it away from face before starting to breathe.
 3. **Dispose of** wetted filters from respirator.
 4. **Carefully decontaminate** respirator face piece and respirator inside and out. (NOTE: THIS IS NOT A SUBSTITUTE FOR RESPIRATOR CLEANING!).
 5. **Shower and wash** body completely with soap and water. Rinse thoroughly.
 6. **Rinse shower** room walls and floor to drain prior to exiting.
 7. **Proceed from** shower room to clean room and change into street clothes or into new disposable work clothes.

PART 2 - PRODUCTS**2.1 MATERIALS AND EQUIPMENT:**

- A. **General Requirements (All Abatement Projects):** All equipment, including protective clothing and respirators, used in the execution of this contract and provided to visitors to the site, shall be approved by the Project CIH and shall comply with ASTM E 849 and with the applicable Federal, State, and local regulations. Respirators shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101, except that single use and disposable respirators shall not be used. Type of respirators required shall be as specified by the Project CIH. If any air sampling indicates levels above 0.1 fibers per cubic centimeter or “too dirty to count”, powered air or supplied air (type C) respirators shall be required during actual removal operations.

Prior to the start of work, the abatement contractor shall provide and maintain a sufficient quantity of materials and equipment to assure continuous and efficient work throughout the duration of the project. Work shall not start unless the following items have been delivered to the site and the CIH has submitted verification to the AOC's representative to this effect.

1. **All materials** shall be delivered in their original package, container or bundle bearing the name of the manufacturer and the brand name (where applicable).
2. **Store all materials** subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Flammable materials cannot be stored inside buildings. Replacement materials shall be stored outside of the regulated/work area until abatement is completed.
3. **The Abatement Contractor** shall not block or hinder use of buildings by staff and visitors to the AOC in partially occupied buildings by placing materials/equipment in any unauthorized place.
4. **The Competent Person** shall inspect for damaged, deteriorating or previously used materials. Such materials shall not be used and shall be removed from the work site and disposed of properly.
5. **Polyethylene sheeting** for walls in the regulated area shall be a minimum of 6-mil thick. For floors and all other uses, sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints. Fire retardant poly shall be used throughout.
6. **The method of** attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and the AOC and selected to minimize damage to equipment and surfaces. Method of attachment may include any combination of moisture resistant duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws, lumber and plywood for enclosures or other effective procedures capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).
7. **Polyethylene sheeting** utilized for personnel decontamination facility shall be opaque white or black in color, 6 mil fire retardant poly.
8. Installation and plumbing hardware, showers, hoses, drain pans, sump pumps and waste water filtration system shall be provided.
9. **An adequate number** of negative pressure units capable of providing a minimum of 4 air changes per hour in the regulated area while maintaining minus 0.02 inch water column shall be used. Two (2) additional negative pressure units shall be available to replace any malfunctioning unit.

10. **An adequate number** of HEPA vacuums, air sampling pumps and loaded filter cassettes, supplied air system, if used, providing Grade D breathing air with respirators and air lines sufficient for personnel, pressure differential gauge and recording capability shall be provided.
 11. **An adequate number** of scrapers, sprayers, nylon brushes, brooms, disposable mops, rags, sponges, staple guns, shovels, ladders and scaffolding of suitable height and length as well as meeting OSHA requirements, fall protection devices, water hose to reach all areas in the regulated area, airless spray equipment, and any other tools, materials or equipment required to conduct the abatement project. All electrically operated hand tools, equipment, electric cords shall be equipped with ground-fault circuit protection.
 12. **Special protection** for objects in the regulated area shall be detailed (e.g., plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material).
 13. **6 mil disposal** bags for asbestos waste shall be pre-printed with labels and markings as required by OSHA, EPA.
 14. **Impermeable asbestos** disposal drums shall be metal or fiberboard with locking ring tops with required OSHA, EPA and DOT labels and markings.
 15. **The AOC shall be** provided a copy of the MSDS as required for all hazardous chemicals including encapsulants under OSHA 29 CFR 1910.1200 - Hazard Communication. Methylene chloride shall not be used with any spray adhesive or other product.
 16. **DANGER signs**, as many and as required by OSHA 29 CFR 1926.1101(k)(7), shall be provided and placed by the Competent Person. All other posters and notices required by Federal and State regulations shall be posted in the Clean Room.
 17. **Adequate respirators**, disposable protective clothing, hard hats, goggles, gloves and footwear for the project and number of personnel/shifts shall be provided. All personal protective equipment issued must be based on a hazard assessment conducted under 29 CFR 1910.132(d).
- B. **NEGATIVE PRESSURE FILTRATION SYSTEM:** The Abatement Contractor shall provide enough HEPA negative air machines to completely exchange the regulated area air volume 4 actual times per hour. The Competent Person shall determine the number of units needed for each regulated area by dividing the cubic feet in the regulated area by 15 and then dividing that result by the actual cubic feet per minute (cfm) for each unit to determine the number of units needed to effect 4 air changes per hour and maintain -.02 inches of negative pressure. Provide a standby units in the event of machine failure and/or emergency in an adjacent area.
- C. **NEGATIVE AIR MACHINES (HEPA UNITS)**
1. **Negative Air Machine Cabinet:** The cabinet shall be constructed of steel or other durable material capable of withstanding potential damage from rough handling and transportation. The width of the cabinet shall be less than 30 inches in order to fit in standard doorways. The cabinet must be factory sealed to prevent asbestos fibers from being released during use, transport, or maintenance. Any access to and replacement of filters shall be from the inlet end. The unit must be on casters or wheels.
 2. **Negative Air Machine Fan:** The fan rating must provide the air-moving capacity under actual operating conditions. Manufacturer's typically use "free-air" (no resistance) conditions when rating fans. The fan must be a centrifugal type fan.
 3. **Negative Air Machine Final Filter:** The final filter shall be a HEPA filter. The filter media must be completely sealed on all edges within a structurally rigid frame. The filter shall align with a continuous flexible gasket material in the negative air machine housing to form an air tight seal. Each HEPA filter shall be individually tested and certified by the

manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 mm dioctylphthalate (DOP) particles. Testing shall have been done in accordance with Military Standard MIL-STD-282 and Army Instruction Manual 136-300-175A. Each filter must bear a UL586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

4. **Negative Air Machine Pre-filters:** The pre-filters, which protect the final HEPA filter by removing larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. A first stage pre-filter shall be a low efficiency type for particles 10 microns or larger. A second stage pre-filter shall have a medium efficiency effective for particles down to 5 microns or larger. Pre-filters shall be installed either on or in the intake grid of the unit and held in place with a special housing or clamps.
5. **Negative Air Machine Instrumentation:** Each unit must be equipped with a gauge to measure the pressure drop across the filters and to indicate when filters have become loaded and need to be changed. A table indicating the cfm for various pressure readings on the gauge shall be affixed near the gauge for reference or the reading shall indicate at what point the filters shall be changed, noting cfm delivery at that point. The unit must have an elapsed time meter to show total hours of operation.
6. **Negative Air Machine Safety and Warning Devices:** An electrical/ mechanical lockout must be provide to prevent the fan from being operated without a HEPA filter. Units must be equipped with an automatic shutdown device to stop the fan in the event of a rupture in the HEPA filter or blockage in the discharge of the fan. Warning lights are required to indicate normal operation; too high a pressure drop across filters; or too low of a pressure drop across filters.
7. **Negative Air Machine Electrical:** All electrical components shall be approved by the National Electrical Manufacturer's Association (NEMA) and Underwriter's Laboratories (UL). Each unit must be provided with overload protection and the motor, fan, fan housing, and cabinet must be grounded.

D. **HEPA Vacuums**

1. **All HEPA vacuums:** All electrical components shall be approved by the National Electrical Manufacturer's Association (NEMA) and Underwriter's Laboratories (UL). Each unit must be provided with overload protection and the motor and housing must be grounded.
- B. **Testing of the HEPA Filtered vacuum HEPA filter:** The vacuum filter shall be a HEPA filter. The filter media must be completely sealed on all edges within a structurally rigid frame. The filter shall align with a continuous flexible gasket material in the HEPA vacuum housing to form an air tight seal. Each HEPA filtered vacuum shall be individually tested and certified to have an efficiency of not less than 99.97 percent when challenged with 0.3 mm dioctylphthalate (DOP) particles. Testing shall have been done in accordance with Military Standard MIL-STD-282 and Army Instruction Manual 136-300-175A. Each filter must bear a UL586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

2.2 ENCAPSULATING MATERIALS:

A. **TYPES OF Encapsulant:** The following four types of encapsulant must comply with performance requirements as stated in "Performance Requirements":

1. Removal encapsulant - used as a wetting agent to remove ACM.
2. Bridging encapsulant - provides a tough, durable coating on ACM.
3. Penetrating encapsulant - penetrates/encapsulates ACM at least 13 mm (½").
4. Lock down encapsulant - seals microscopic fibers on surfaces after ACM removal.

B. **PERFORMANCE REQUIREMENTS:** Encapsulant shall meet the latest requirements of EPA; shall not contain toxic or hazardous substances; or solvents; and shall comply with the following performance requirements:

1. General Requirements for all encapsulants:
 - a. ASTM E84: Flame spread of 25; smoke emission of 50.
 - b. University of Pittsburgh Protocol: Combustion Toxicity; zero mortality.
 - c. ASTM C732: Accelerated Aging Test; Life Expectancy 20 years.
 - d. ASTM E96 Permeability: Minimum of 0.4 perms.
2. Bridging/Penetrating Encapsulant:
 - a. ASTM E736 Cohesion/Adhesion Test: 24 kPa (50 lbs/ft²).
 - b. ASTM E119 Fire Resistance: 3 hours (Classified by UL for use on fibrous or cementitious fireproofing).
 - c. ASTM D2794 Gardner Impact Test; Impact Resistance: Minimum 11.5 kg-mm (43 in/lb).
 - d. ASTM D522 Mandrel Bend Test; Flexibility: No rupture or cracking.
3. Lock down Encapsulant:
 - a. ASTM E119 Fire resistance: 3 hours (tested with fireproofing over encapsulant applied directly to steel member).
 - b. ASTM E736 Bond Strength: 48 kPa (100 lbs/sq. ft.) (test compatibility with cementitious and fibrous fireproofing).
 - c. In certain situations, encapsulant may have to be applied to hot pipes or equipment. The encapsulant shall be able to withstand high temperatures without cracking or off-gassing any noxious vapors during application.
4. **The Project CIH** shall review and recommend approval for all encapsulating materials used under this contract, prior to submitting them to Architect for review, and prior to their use on site. Encapsulating materials (sealants) shall meet the latest requirements of the Environmental Protection Agency (EPA) and shall possess the characteristics outlined in paragraphs "Types of Encapsulant" and "Performance Requirements" above and the following:
 - a. **Adherence.** The sealant eliminates fiber dispersal by adhering to the fibrous substrate with sufficient penetration to prevent separation of the sealant from the sprayed asbestos material.

- b. **Impact Penetration.** It withstands impact and penetration, protects the enclosed sprayed asbestos material, and it must not cause separation of sprayed asbestos material from its original substrate.
 - c. **Flexibility.** It possesses enough flexibility to accommodate atmospheric changes and settling of the structure over time.
 - d. **Resistance to Smoke and Flame.** It shall have high flame retardant characteristics and a low toxic fume and smoke emission rating.
 - e. **Ease of Application.** It must be easily applied with relative insensitivity to errors in preparation or application. Ease of repair by routine maintenance personnel is desirable.
 - f. **Toxicity.** The sealant must be neither noxious nor toxic to application workers and structure users thereafter.
 - g. **Permeability.** It should have some permeability to water vapor to prevent condensation accumulation be resistant to common cleaning agents.
 - h. **Stability.** It shall have suitable stability to weathering and aging.
- C **Guarantee.** Guarantee encapsulating materials in accordance with Guarantee clause of the General Conditions.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. **ISOLATE THE WORK AREA.** Place all tools, scaffolding, materials and equipment needed for working in the regulated area prior to erecting any plastic sheeting. Remove all uncontaminated removable furniture, equipment, and supplies from the regulated area before commencing work, or completely cover with two layers of 6-mil fire retardant poly sheeting and secure with duct tape. Lock out and tag out any HVAC systems in the regulated area. Seal off the perimeter to the regulated area to completely isolate the regulated area from adjacent spaces. All surfaces in the regulated area must be covered to prevent contamination and to facilitate clean-up. Should adjacent areas become contaminated, immediately stop work and clean up the contamination at no additional cost to the Government. Provide firestopping and identify all fire barrier penetrations.
- B. **CRITICAL BARRIERS:** Completely separate the regulated area from adjacent areas using fire retardant poly at least 6 mils thick and duct tape. Individually seal with two layers of 6 mil poly and duct tape all HVAC openings into the regulated area. Individually seal all lighting fixtures, clocks, doors, windows, convectors, speakers, or any other objects or openings in the regulated area. Use care with hot/warm surfaces.
- C. **PRIMARY BARRIERS:** Clean all furniture, equipment, etc., with HEPA vacuum and wet cleaning prior to being moved or covered. Clean all surfaces in the regulated area with the HEPA vacuum and wet wiping before installing poly sheeting. Cover the regulated area with two layers of 6 mil fire retardant poly on the floors and two layers of 6 mil fire retardant poly on the walls, unless otherwise directed in writing by the AOC's representative. Floor layers must form a right angle with the wall and turn up the wall at least 300 mm (12 inches). Seams must overlap at least 1800 mm (6 feet) and must be spray glued and taped. Install sheeting so that layers can be removed independently from each other. Mechanically support and seal with duct tape and glue all wall layers.

1. **Stairs and Ramps:** If stairs and ramps are covered with 6 mil plastic, two layers must be used. Provide 19 mm (3/4") exterior grade plywood treads held in place with duct tape/glue on the plastic. Do not cover rungs or rails with any isolation materials.
 2. **Carpeted Floors:** Carpeting shall be covered with three layers of 6 mil poly. Corrugated cardboard sheets or a ridge material approved by the AOC must be placed between the top and middle layers of the poly.
 3. **Elevators:** Any elevator walls, floor, and ceiling must be covered with 2 layers of 6 mil fire retardant poly. The elevator door must be in a positively pressurized area outside the clean room of the Decontamination unit. At completion of the abatement work, the elevator must be cleaned as per this section.
- D. **SECONDARY BARRIERS:** A loose layer of 6 mil poly shall be used as a drop cloth to protect the primary layers from debris generated during the abatement. This layer shall be replaced at the end of each work shift or as needed during the work.
- E. **EXTENSION OF THE REGULATED AREA:** If the enclosure of the regulated area is breached in any way that could allow contamination to occur, the affected area shall be included in the regulated area and constructed as per this section. If the affected area cannot be added to the regulated area, decontamination measures must be started immediately and continue until air monitoring indicates levels outlined in "Asbestos Control Area" for outside the work area, above, are met.
- F. **FIRESTOP REQUIREMENTS:** Through penetrations caused by cables, cable trays, pipes, sleeves must be firestopped with a fire-rated firestop system providing an air tight seal. Firestop materials that are not equal to the wall or ceiling penetrated shall be brought to the attention of the AOC Fire Protection Division. The contractor shall list all areas of penetration, the type of sealant used, and whether or not the location is fire rated. Any discovery of penetrations during abatement process shall immediately be brought to the attention of the AOC Fire Protection Division. All walls, floors and ceilings are considered fire rated unless otherwise determined by the AOC Fire Protection Division. Any visible openings whether or not caused by a penetration shall be reported by the contractor to the AOC Fire Protection Division for a sealant system determination. For firestops, contact the AOC Fire Protection Division for the opening size, penetration, and fire rating requirements.
- G. **PRESSURE DIFFERENTIAL:** The fully operational negative air system within the regulated area shall continuously maintain a pressure differential of minus 0.02 inch water column. Before any disturbance of any asbestos material, this shall be demonstrated to the AOC by use of a pressure differential meter/manometer as required by OSHA 29 CFR 1926.1101(e)(5)(i). The Competent Person shall be responsible for providing and maintaining the negative pressure and air changes as required by OSHA and this specification. In any AOC-occupied building or facility, the abatement contractor is responsible for providing twenty four (24) hour, seven (7) days a week observation of the negative pressure air system once asbestos removal starts. This observation shall continue until final air clearance criteria are met. The suspension of this requirement can only be approved by the AOC/SOHB. Instructions to be followed during the observations will be outlined during the CIH pre-abatement coordination meeting specified in Part 1 above.

- H. **MONITORING:** The pressure differential shall be continuously monitored and recorded between the regulated area and the area outside the regulated area with a monitoring device that incorporates a strip chart recorder. The strip chart recorder shall become part of the project log and shall indicate at least minus 0.02 inch water column for the duration of the project.
- I. **SUPPLEMENTAL MAKE-UP AIR INLETS:** Provide, as needed for proper air flow in the regulated area, in a location approved by the Project CIH, by making openings in the plastic sheeting to allow outside air to flow into the regulated area. Auxiliary makeup air inlets must be located as far from the negative air machines as possible, off the floor near the ceiling, and away from the barriers that separate the regulated area from the occupied clean areas. Cover the inlets with weighted flaps which will seal in the event of failure of the negative pressure system. The flap must be sprayed with adhesive to assure sealing if it closes.
- J. **TESTING THE SYSTEM:** The negative pressure system must be tested before any ACM is disturbed in any way. After the regulated area has been completely prepared, the decontamination units set up, and the negative air machines installed, start the units up one at a time. Demonstrate the operation and testing of the negative pressure system to the AOC/SOHB using smoke tubes and a negative pressure gauge to document the negative pressure and air flow. Testing must also be done at the start of each work shift.
- K. **DEMONSTRATION OF THE NEGATIVE AIR PRESSURE SYSTEM:** The demonstration of the operation of the negative pressure system to the AOC/SOHB shall include, but not be limited to, the following:
1. **Plastic barriers** and sheeting move lightly in toward the regulated area.
 2. **Curtains** of the decontamination units move in toward regulated area.
 3. **There is a** noticeable movement of air through the decontamination units. Use the smoke tube to demonstrate air movement from the clean room to the shower room to the equipment to the regulated area.
 4. **Use smoke tubes** to demonstrate air is moving air across all areas in which work is to be done. Use a differential pressure gauge to indicate a negative pressure of at least 5.0 Pa (minus 0.02 inch) across every barrier separating the regulated area from the rest of the building. Modify the system as necessary to meet the above requirements.
- L. **USE OF THE NEGATIVE PRESSURE SYSTEM DURING ABATEMENT OPERATIONS:**
1. **Start units before** beginning any disturbance of ACM occurs. After work begins, the units shall run continuously, maintaining a minimum of 4 actual air changes per hour at a negative pressure differential of 5.0 Pa (minus 0.02 inch) water column, for the duration of the work until a final visual clearance and final air clearance has been completed.
 2. **The negative air** machines shall not be shut down at any time during the duration of the project unless it has been authorized by the AOC/SOHB.
 3. **Abatement work shall** begin at a location farthest from the units and proceed toward them. If an electric failure occurs, the Competent Person shall stop all abatement work and immediately begin wetting all exposed asbestos materials for the duration of the power outage. Abatement work shall not resume until power is restored and all necessary units are operating properly again.

4. **The negative air** machines shall continue to run after all work is completed and until a final visual clearance and a final air clearance has been completed for that regulated area.
- M. **DISMANTLING THE SYSTEM:** After completion of the final visual and final air clearance has been obtained, the units may be shut down. The units shall have been completely decontaminated, all pre-filters removed and disposed of as asbestos waste, and the unit inlet and outlet sealed with 2 layers of 6 mil poly.
- N. **Before the work is begun,** clean all removable items and equipment. Remove them from the work area and store as directed.
- O. **Cover all non-removable items** and equipment in the work area with six (6) mil flame retardant plastic sheeting taped securely in place.
- P. **When specified,** remove all heating, ventilation, and air conditioning system filters, pack them in sealable double approved disposal bags or containers for disposal in the approved waste disposal site and replace them with new filters upon completion of abatement. Openings created by the removal of HVAC filters shall be sealed using 6 mil plastic sheeting taped securely in place, prior to start of work.
- Q. **Post warning signs:** on the primary containment as required by 29 CFR 1910.1001, 29 CFR 1926.1101, ASTM E 849, as directed by District of Columbia Title 20 DCMR, Section 800 "Control of Asbestos" and as directed by the Architect.
- R. **Obtain Approval of the Finished Primary Containment** from the Project CIH, prior to starting any actual asbestos removal work.

3.2 WORK PROCEDURE:

- A. **General Procedures:** The enclosed work areas shall be defined as an asbestos regulated area and all asbestos worker protection and work practices not addressed in this specification shall be performed in conformance with the general safety and health provisions of 29 CFR 1910.1001, 29 CFR 1910.20, and the construction industry standard for asbestos, 29 CFR 1926.1101, respectively. The Project CIH shall review work area air samples and make adjustments for the type of respiratory protection required. For asbestos abatement work, use general work practices, work practices for removal, and work practices for encapsulation as specified in 29 CFR 1926.1101. If a conflict arises, the more stringent application shall apply until a determination is made by the Architect.
- B. **PROTECTIVE CLOTHING:** Provide boots, booties, hard hats, goggles, clothing, respirators and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA at 29 CFR 1910.132 (d). Provide all personnel entering the regulated area with disposable full body coveralls, disposable head covering, and 18 inch boot coverings. The Competent Person shall ensure the integrity of personal protective equipment worn for the duration of the project. Provide plastic/rubber disposable gloves for hand protection. Cloth type gloves may be worn under plastic/rubber gloves, but cannot be used alone. Duct tape shall be used to secure all suit sleeves to wrists and to secure foot coverings at the ankle.

- C. **Local Exhaust System:** Provide a local HEPA filtered exhaust system in the asbestos control area. The local HEPA filtered exhaust system shall exhaust to the outside of the building. Local HEPA filtered exhaust equipment must be sufficient to maintain a negative air pressure of 0.02 inch of water anywhere in the asbestos control area. In no case shall the building ventilation system be used as the local exhaust system for asbestos control. Filtering in vacuums and exhaust equipment shall be HEPA filtered equipped and conform to ANSI Z9.2; HEPA filters shall be used in all vacuums and exhaust equipment. NOTE: Approval from the AOC/SOHB is required for all local HEPA filtered exhaust systems that cannot be exhausted directly outside the building. To exhaust an HEPA filtered local exhaust system from an asbestos control area to the inside an AOC building will require the approval of the AOC/SOHB. The HEPA filtered exhaust equipment shall also pass a Dioctylphthalate (DOP) test for HEPA filtered equipment each time a containment that is to be exhausted into the building is erected.
- D. **CONTROLLING ACCESS TO THE REGULATED AREA:** Access to the regulated area is allowed only through the personnel decontamination facility (PDF). All other means of access shall be eliminated and OSHA Danger asbestos signs posted as required by OSHA. If the regulated area is adjacent to or within view of an occupied area, provide a visual barrier of opaque fire retardant poly sheeting at least 6 mils thick to prevent building occupant observation. If the adjacent area is accessible to the public, the barrier must be solid and capable of withstanding the negative pressure.
- E. **Coordination of Work of all Trades:** Coordinate the work of all trades to assure that their work is performed in accordance with the applicable regulations and that the asbestos control limits are maintained at all times both inside and outside the asbestos work area.

3.3 WET REMOVAL OF ACM OTHER THAN AMOSITE ASBESTOS

- A. **Adequately and** thoroughly wet the ACM to be removed prior to removal to reduce/prevent fiber release to the air. Adequate time must be allowed for the amended water to saturate the ACM. Abatement personnel must not disturb dry ACM. Use a fine spray of amended water or removal encapsulant. Saturate the material sufficiently to wet to the substrate without causing excessive dripping. The material must be sprayed repeatedly/continuously during the removal process in order to maintain adequately wet conditions. Removal encapsulant must be applied in accordance with the manufacturer's written instructions. Perforate or carefully separate, using wet methods, any outer covering that is painted or jacketed in order to allow penetration and wetting of the material. Where necessary, carefully remove covering while wetting to minimize fiber release. (Note: In no event shall dry removal occur except when a permit is granted for unavoidable safety hazards.)
- B. **If ACM does** not wet well with amended water due to coating or jacketing, remove as follows:
 - 1. **Mist work area** continuously with amended water whenever necessary to reduce airborne fiber levels.
 - 2. **Remove saturated** ACM in small sections. Do not allow material to dry out. As material is removed, place the material, while still wet, into 6-mil poly asbestos waste bags. Twist tightly the bag neck, bend over (gooseneck) and seal with a minimum of three tight wraps of duct tape. Clean/decontaminate the outside of any residue and move to wash down station adjacent to EDF.

3. **Fireproofing or Architectural Finish on Scratch Coat:** Spray with a fine mist of amended water or removal encapsulant. Allow time for saturation to the substrate. Do not over saturate causing excess dripping. Scrape material from substrate. Remove material in manageable quantities and control falling to staging or floor. If the falling distance is over 20 feet (6M), use a drop chute to contain material through descent. Remove residue remaining on the scratch coat after scraping is done using a stiff bristle hand brush. If a removal encapsulant is used, remove residue completely before the encapsulant dries. Re-wet the substrate as needed to prevent drying before the residue is removed.
4. **Fireproofing or Architectural Finish on Wire Lath:** Spray with a fine mist of amended water or removal encapsulant. Allow time to completely saturate the material. Do not over saturate causing excess dripping. If the surface has been painted or otherwise coated, cut small holes as needed and apply amended water or removal encapsulant from above. Cut saturated wire lath into 2 by 6 feet (50 by 150 mm) sections and cut hanger wires. Roll up complete with ACM, cover in burlap and hand place in disposal bag. Do not drop to floor. After removal of lath/ACM, remove any over spray on decking and structure using stiff bristle nylon brushes. Depending on hardness of over spray, scrapers may be needed for removal.
5. **Pipe Insulation:** Remove the outer layer of wrap while spraying with amended water in order to saturate the ACM. Spray ACM with a fine mist of amended water or removal encapsulant. Allow time to saturate the material to the substrate. Cut bands holding pre-formed pipe insulation sections. Slit jacketing at the seams, remove and hand place in a disposal bag. Do not allow dropping to the floor. Remove molded fitting insulation/mud in large pieces and hand place in a disposal bag. Remove any residue on pipe or fitting with a stiff bristle nylon brush. In locations where pipe fitting insulation is removed from fibrous glass or other non-asbestos insulated straight runs of pipe, remove fibrous material at least 6 inches from the point it contacts the ACM.

3.4 WET REMOVAL OF AMOSITE ASBESTOS

- A. **Amosite ACM** will require local exhaust ventilation and collection, as described below, in addition to wet removal. Provide specific description /locations/drawings.
- B. **Provide local** exhaust ventilation and collection systems to assure collection of amosite fibers at the point of generation. A 12-inch flexible rigid non-collapsing duct shall be located no more than 2 feet from any scraping/brushing activity. Primary filters must be replaced every 30 minutes on the negative air machines. Each scraping/brushing activity must have a negative air machine devoted to it. For pre-molded pipe insulation or cutting wire lath, attach a 4-foot square flared end piece on the intake of the duct. Support the duct horizontally at a point 2 feet below the work to effect capture. One person in the crew shall be assigned to operate the duct collection system on a continual basis.
- C. **Amosite asbestos** does not wet well with amended water. Submit full information and documentation on the wetting agent proposed prior to start for review by the AOC/SOHB representative. Insure that the material is worked on in small sections and is thoroughly and continuously wetted. Package immediately after removal while wet. Remove as required.

3.5 NEGATIVE PRESSURE GLOVEBAG METHOD OF ASBESTOS REMOVAL:

- A. **General:** If specifically permitted, the glovebag method may be used for removing pipe insulation on a case by case basis. Approval from the AOC/SOHB, to use this method is required. The Project CIH will determine what personal decontamination procedures are required. Respiratory protection and disposable clothing are required. Discard the clothing in accordance with paragraph Disposal of friable asbestos.
- B. **Procedure:** Install the glovebag and negative pressure equipment following all procedures outlined in OSHA's 29 CFR 1926.1101.
- C. **Removal and Disposal of Glovebags:** Removal of glovebags shall be in accordance with 29 CFR 1926.1101. Dispose of glovebags, material, and contaminated equipment in accordance with paragraph Disposal of Friable Asbestos.

3.6 SMALL SCALE SHORT DURATION PROJECTS - USE OF MINI-ENCLOSURE SYSTEM

- A. **General:** If specifically permitted, a mini-enclosure system may be utilized for projects of short duration where there is less than three (3) square or three (3) linear feet of asbestos to be disturbed. A mini-enclosure system is defined as any portable system capable of performing small scale short duration projects equipped with all aspects of a full containment. This includes, but is not limited to the following components: negative air pressure, shower or water-tank facilities, HEPA vacuums, and polyethylene sheeting barriers. This work is best performed on flat ceiling surfaces, however it can be applied to horizontal wall surfaces. Use of this system is applicable to the following activities:
 - 1. Access above asbestos containing lay-in ceilings
 - 2. Wall channeling
 - 3. Removal of light fixtures in plaster ceilings to access ceiling spaces
 - 4. Changing light fixtures
 - 5. Removal of ceiling tiles to access ceiling spaces
 - 6. Impact or repair to asbestos ceiling plaster (e.g., hanging conduit or other such projects necessitating disturbance to the asbestos surfaces)
 - 7. Removal of duct mastic
 - 8. Removal of transite asbestos panel boards
- B. **Procedure:** Utilize a negative pressure mini-enclosure system for this work. This process will follow all procedures outlined in OSHA's 29 CFR 1926.1101. The following steps are to be when performing this work:
 - 1. **Preliminary setup:** Seal all critical barriers (e.g., doors, windows, vents) in the work area. Place OSHA warning signs as necessary facing outward on perimeter doors. Pre-clean area beneath work by wet wiping and HEPA vacuuming. Place drop cloth on surfaces below work and seal it to floor with duct tape. Disconnect, as necessary, the electric and lock out power to breaker. Check and pressurize water within holding tanks, and nozzles on the enclosure system. Provide ground-fault protection for other outlets.
 - 2. **Preliminary Inspection:** Project CIH will inspect area prior to commencement of work. Verify that all preliminary set-up procedures, as stated above, have been completed. Verify that all filters are properly positioned in HEPA vacuums and negative air machines (NAM). Verify all equipment is operating properly. Review, with contractor, the CIH Approved Plan of Action specified in "Submittals" in Part 1 of this specification.

3. **Work Procedures:** Workers will don two (2) suits, gloves and appropriate respiratory protection in accordance with 29 CFR 1910.134. Workers will activate the negative air system associated with the mini-enclosure. The workers, in accordance with all applicable Federal and District of Columbia regulations, will perform necessary removal and/or encapsulation of asbestos containing material. Non-asbestos containing material to be salvaged, as stated in scheduled work plan, shall be properly decontaminated prior to its removal from the work area.
4. **Waste Removal:** All asbestos containing materials shall be sufficiently wet and placed in bags, drums, or other approved and labeled disposal containers. All waste disposal containers shall be properly decontaminated. Disposal shall be performed as specified in "Cleanup and Disposal" below.
5. **Decontamination Procedures:** Thoroughly clean via wet wiping and HEPA vacuuming all surfaces within the mini-enclosure so that no visible residue remains. Workers will decontaminate by HEPA vacuuming the outer protective suit. Workers will reinspect the area for visible residue, clean as necessary, then decontaminate the inner protective suit. Once entire area is completely decontaminated, the workers may remove and properly dispose of the second suit and shower. Once showered, the worker may exit the mini-enclosure system and remove respiratory protection. If a remote shower facility is utilized, the workers shall follow the same procedure as stated above, however, the second suit shall be removed upon entering the remote shower facility.
6. **Final Visual Inspection:** Once all work for the specified area has been completed and workers have exited the mini-enclosure system, the Project CIH will enter the enclosure system to perform a final visual inspection to insure that there is no visible residue and all work has been completed.
7. **Final Air Sample Clearance:** The following final clearance sampling procedure shall be followed for mini-enclosure systems. If the work area passes final visual inspection, a final clearance air sample shall be conducted by the Project CIH inside the mini-enclosure system. The clearance air sample will have a total volume of at least 1200 liters of air and shall be analyzed by Phase Contrast Microscopy (PCM) following the NIOSH 7400 method A rules. This sample shall be read on-site by the Project CIH. Upon failure of the clearance sample by PCM analysis, another sample shall be conducted and analyzed by Transmission Electron Microscopy (TEM) and submitted to an accredited laboratory with all extra cleaning and sampling at no cost to the Government.
8. **Post-Clearance:** Upon clearance of the mini-enclosure system both by visual and air sampling, the system can be used at another location, leaving the previous work area non-hazardous for other trades to perform routine work.

3.7 QUALITY CONTROL:

- A. **Monitoring:** Monitoring of airborne concentrations of asbestos shall be in accordance with 29 CFR 1910.1001, 29 CFR 1926.1101, ASTM E 849, and this specification.
 1. **Monitor the airborne concentration** of asbestos before constructing the containment work area, to obtain a baseline fiber concentration in the affected areas. If the baseline air monitoring results, exceeds 0.01 f/cc immediately notify the AOC/SOHB.
 2. **Monitor continuously** during the course of the work inside the asbestos work area and other areas as directed by the Project CIH's air sampling strategy. In addition to that sampling strategy, and at a minimum, perform daily monitoring outside the entrance to the asbestos work area, along each perimeter wall of the containment and at the exhaust opening of the local exhaust system. If monitoring shows airborne concentrations greater

than the asbestos control limits permitted by this specification, immediately stop all work, and notify the AOC/SOHB. Work shall not be restarted without approval of the Project CIH and the AOC/SOHB.

3. **In addition**, monitor the airborne concentrations of asbestos after final cleanup and removal of the enclosure of the asbestos control area in accordance with paragraph "Final Cleanup and Removal of Enclosures."

- B. **Site Inspection and Stop Work Orders:** While performing asbestos abatement work, the Contractor shall be subject to on site inspection by agency officials or agency contracted inspection services. Work shall also be subject to inspection by OSHA and EPA inspectors and/or local building or health officials. If found to be in violation by one of these officials, the Contractor shall cease all work immediately. Until the violation is resolved, standby time required to resolve the violation shall be at the Contractor's expense. Five complete sets of equipment (such as respirators and disposable clothing) required for entry to the asbestos control area shall be available for inspectors use.

3.8 CLEANUP AND DISPOSAL:

- A. **Permits and Notifications:** Secure necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by Federal, state, regional, and local authorities. When required by regulation, ensure that notification to the Regional Office of the EPA and the responsible agency for the District of Columbia is made,; provide copies of the notification to the AOC/SOHB 20 days prior to the commencement of the work. Provide notification in accordance with 40 CFR 61.22(d)(1).
- B. **Housekeeping:** Essential parts of asbestos dust control are housekeeping and cleanup procedures. All surfaces throughout the containment work area shall be maintained free of accumulations of asbestos fibers to prevent further dispersion. Give meticulous attention to restricting the spread of dust and debris, keep waste from being distributed over the general area. Use approved industrial vacuum cleaners with a HEPA filters to collect dust and small scrap. The use of compressed air is forbidden. Post appropriate asbestos hazard warning signs. At the end of each work shift, the containment area shall be cleaned. Equip personnel engaged in cleaning up asbestos scrap and waste with necessary respiratory equipment and protective clothing.
- C. **Disposal of Friable Asbestos:** Collect and dispose of friable asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing which may produce airborne concentrations of asbestos fibers in disposal bags or containers approved as specified in Part 1 above for post-award submittals. Prior to placing in bags or containers, thoroughly wet down asbestos wastes to reduce airborne concentrations. All asbestos waste shall be double bagged, wrapped or contained in accordance with 40 CFR Subpart M. At the end of each work shift, all waste asbestos materials shall be removed from the containment. Obtain approval from the AOC/SOHB and affected AOC building Superintendent's office, when the removal of the containerized asbestos waste is scheduled from the containment area. The contractor shall make arrangements for the transportation and disposal of all asbestos waste generated under this specification in accordance with all Federal regulations at a sanitary landfill that meets EPA requirements. The Contractor will provide the AOC/SOHB with a copies of all Waste Shipment Records, hauler's receipts, and landfill receiving tickets resulting from the disposal of the asbestos waste as specified in Part 1 above for disposal receipt submittals. Establishment of any on-site temporary holding area for properly packaged asbestos waste must have prior approval

from the AOC/SOHB. At no time shall the Contractor receive any asbestos-containing waste from other jobs, compliance inspectors or other sources without prior approval from the AOC/SOHB.

- D. **Final Cleanup:** The Contractor shall notify the AOC/SOHB and the Project CIH that the work area is ready for final inspection. The Project CIH shall inspect the work area prior to performing final air sampling. Visual observation of asbestos materials, dust or debris is not permitted on any surface in or around the work area. Clean work area in accordance with EPA approved methods. Once the visual observation is satisfied apply a lock down encapsulant.
- E. **Lock down encapsulation:** Lock down encapsulation is an integral part of the ACM removal. At the conclusion of ACM removal and before final air sampling, all surfaces shall be encapsulated with a lock down encapsulant. Apply two coats of encapsulant in strict accordance with the manufacturer's instructions. Any deviation from the instructions must be approved by the AOC's representative in writing prior to commencing the work. Apply the first coat of encapsulant with an airless sprayer at a pressure and using a nozzle orifice as recommended by the manufacturer. If the surface has been allowed to dry, wet wipe or HEPA vacuum prior to spraying with encapsulant. Apply a second coat over the first coat in strict conformance with the manufacturer's instructions. Color the encapsulant and contrast the color in the second coat so that visual confirmation of completeness and uniform coverage of each coat is possible. Adhere to the manufacturer's instructions for coloring. At the completion of the encapsulation, the surface must be a uniform third color produced by the mixture.
1. **EXPOSED EDGES:** Seal edges of ACM exposed by removal work such as ACM left due to being outside the scope of work for this contract, or is inaccessible such as a sleeve or wall penetration, with one coat of penetrating encapsulant and one coat of bridging encapsulant. Prior to sealing, permit the exposed edges to dry completely in between the coats to permit penetration of the encapsulant.
- F. **Final Air Sampling:** Perform air sampling for clearance purposes using a minimum of two (2) Transmission Electron Microscopy (TEM) air samples for each 2500 square feet of containment area. Repeat the decontamination and testing process until asbestos concentration levels are less than 0.01 s/cc (NIOSH 7402 method) or 70 S/mm² (AHERA). Copies of the TEM air sample results are to be faxed to the District of Columbia Department of Health, Air Quality Division.
- G. **Removal of Enclosure:** If asbestos concentrations do not exceed 0.01 s/cc or 70 S/mm², contact the AOC/SOHB for authorization for the removal of the enclosure. Ensure that copies of the TEM air sample results are telefaxed to the District of Columbia Department of Health, Air Quality Division.
- H. **Re-Occupancy Inspection:** The Contractor shall notify the AOC/SOHB and the Project CIH that the work area is ready for re-occupancy inspection. The Project CIH, shall inspect the work area after removal of the enclosure and shall ensure that no visible debris is observed. If visible debris is observed, the Contractor shall clean the work area as directed by the Project CIH, in accordance with EPA approved methods until no visible debris are observed. The Project CIH shall provide verbal re-occupancy approval to the AOC/SOHB immediately after this inspection. Documentation of the re-occupancy inspection shall be provided to the AOC/SOHB within 24 hours after approving an area for re-occupancy.

END OF SECTION 13281

SECTION 13930 - SPRINKLER SYSTEMS**PART 1 - GENERAL****1.1. GENERAL CONDITIONS AND SPECIAL CONDITIONS**

- A. Division 1 General Requirements of these specifications shall apply to the work in this section.
- B. The Contractor shall furnish all equipment, materials, tools, labor, engineering, drawings, etc. necessary for a complete fire protection system, with said systems being made ready for operation in accordance with the requirements of the authorities having jurisdiction. The purpose of the Architect furnished performance specifications and drawings is to convey to the Contractor the scope of work required, all of which the Contractor is responsible to furnish, install, adjust, and make operable. The omission by the Architect of any necessary system component as required to provide a code compliant NFPA 13R sprinkler system, in the specifications and concept drawings shall not relieve the Contractor of the responsibility for providing such necessity, without additional cost to the Architect.
- C. The Contractor shall provide all devices and equipment required by these specifications. Under no circumstances will the Contractor delete any equipment or devices without the written directive of the Architect.

1.2. PERFORMANCE GUIDELINES

- A. Work Provided Under This Section
 - 1. Complete automatic sprinkler system as outlined in these specifications, including all labor, materials and shop drawings needed to provide an operating system, and all of the following:
 - a. New connection to existing 2-inch incoming water service line located in the Basement.
 - b. Backflow prevention device on the new connection to the domestic water service.
 - c. Waterflow test and fees associated from a test conducted by District of Columbia Water and Sewer Authority
 - d. Control valves.
 - e. Drain and test valves.
 - f. Pipe and fittings.

- g. Hangers and supports
- h. Sleeves including firestopping and watertight caulking.
- i. Ceiling and wall plates.
- j. Cutting and patching.
- k. Signs.
- l. Fire department connection.
- m. Waterflow alarms, including exterior bell.
- n. Supervisory devices.
- o. Fire alarm control panel, including interface with telephone system (If applicable)
- p. Coordination with all other trades.
- q. Shop drawings, hydraulic calculations, device manufacturer's literature, samples.
- r. Site visit to determine existing conditions.
- s. Contractor's Material and Test Certificates and as-built drawings.
- t. Training and operating instructions.
- u. Spare parts/sprinklers in cabinet with special wrenches.

1.3. SYSTEM ABBREVIATIONS AND DEFINITIONS

- | | | |
|----|-----------|--|
| A. | AHJ | Authority Having Jurisdiction – AOC Fire Marshall's Office |
| B. | Approved: | Unless otherwise stated, materials, equipment or submittals approved by the AHJ. |
| C. | ANSI: | American National Standards Institute. |
| D. | Architect | Architect of the Capitol |
| E. | ASME | American Society of Mechanical Engineers. |
| F. | ASTM: | American Society for Testing and Materials. |

G.	AWS:	American Welding Society.
H.	AWWA:	American Water Works Association.
I.	Concealed:	Where used in connection with installation of piping or conduit and accessories, shall mean "hidden from sight" as in shafts, furred spaces, in soffits or above suspended ceilings.
J.	Contractor:	The company awarded the prime contract for this work and any of its subcontractors, vendors, suppliers or fabricators.
K.	Engineer:	Architect of the Capitol Fire Protection Engineering Division
L.	Exposed:	Where used in connection with installation of piping or conduit and accessories, shall mean "visible" or "not concealed".
M.	FM-Approved:	Materials or equipment approved by Factory Mutual and included in the most recent edition of the FM Approval Guide.
N.	Furnish:	Supply materials.
O.	gpm:	Gallons per minute.
P.	Install:	Install materials, mount and connect equipment or assemblies.
Q.	NFPA:	National Fire Protection Association.
R.	Provide:	Furnish, install and connect.
S.	psi:	Pounds per square inch.
T.	Remove:	Remove material and equipment and restore surface.
U.	UL:	Underwriters Laboratories, Inc.
V.	UL Listed:	Materials or equipment listed by Underwriters Laboratories and included in the most recent edition of the UL Fire Protection Equipment Directory.

1.4. RELATED WORK

- A. Materials and methods provided by contractor specified in other sections:
 - 1. Cutting and patching.
 - 2. Asbestos Abatement (if applicable/option accepted)

1.5. DESIGN CRITERIA

- A. Sprinkler system(s) shall be in accordance with NFPA 13R.
- B. Water Supply
 - 1. All systems shall be hydraulically calculated based on a waterflow test made by the District of Columbia Water and Sewer Authority. As preliminary data, the contractor shall base his/her bid of a water supply of 61 psi static and a residual pressure of 29 psi flowing 750 gallons per minute. Assume the source to be the 12-inch water main located in First Street.

1.6. APPLICABLE CODES, STANDARDS AND PUBLICATIONS

- A. The design and installation shall be in conformance with all applicable local, state, and national codes and standards.
- B. Reference Codes: The following codes are included as part of this specification.
 - 1. International Building Code (IBC), 2003 Edition
 - 2. Architect of the Capitol Requirements for Design of Congressional Offices and Facilities, October 1, 2002 (Rev. June, 2004)
- C. Reference Standards and Publications: The following standards and publications are included as part of this specification:
 - 1. National Fire Protection Association (NFPA):
 - a. NFPA 13R – Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height, 2002 Edition,
 - b. NFPA 25 - Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, 2002 Edition,
 - c. NFPA 72 – National Alarm Code, 2002 Edition.
 - 2. Factory Mutual Systems (FM) Publication:
 - a. Approval Guide.
 - 3. Underwriters Laboratories, Inc. (UL) Publication:
 - a. Fire Protection Equipment List (Annually with Quarterly Supplements).

1.7. REGULATORY AGENCIES

- A. All material, design, installation and other work shall conform to all applicable regulatory

agencies, including but not limited to:

1. Architect of the Capitol Fire Marshal's Office,
- B. Contractor shall comply fully with the applicable regulatory agencies. Failure to specifically reference on these plans and/or specifications any restrictions, materials and/or work required by the regulatory agencies shall not relieve the Contractor of the responsibility for fully complying with the regulatory agencies without additional cost to the Architect.

1.8. APPROVALS

- A. Obtain approval of shop drawings from the Architect.

1.9. SUBMITTALS

- A. Shop Drawings
 1. Submit shop drawings, hydraulic calculations and manufacturer's data as required to obtain approval.
 2. Hydraulic calculations shall include a water supply graph and hydraulic cover sheet. The cover sheet shall include the name and location of the calculated area, ceiling height, occupancy, design criteria, sprinkler spacing, system type, sprinkler make, model, size, K factor and temperature rating, flow requirements, C factor used, water supply data and source of information, and commodity storage class, height and configuration.
- B. Changes
 1. Any pipe fabricated and/or installed before all approvals are obtained at the Contractor's own expense and responsibility. Any changes made to the approved drawings other than as stated above are at the Contractor's own expense and responsibility.
- C. Manufacturer's Data
 1. Provide data from manufacturer on the following devices, including installation, maintenance, and testing procedures, dimensions, wiring diagrams, etc. Where any devices which are provided or furnished involve work by another contractor, submit additional data copies directly to that Contractor.
 - a. Sprinklers and escutcheons.
 - b. Pipe, fittings and hangers.
 - c. Control valves.

- d. Backflow preventer.
- e. Check valve.
- f. Waterflow devices.
- g. Residential shut off valve.
- h. All other system components.

D. As-Built Drawings

- 1. Maintain at the site an up-to-date marked set of as-built drawings which shall be corrected and delivered to the Architect upon completion of work.
- 2. Upon completion furnish the Architect with one set of blueline prints, one set of reproducible mylar prints, and one set in electronic Microstation format of each reviewed shop drawing, revised to show "as-built" conditions.

E. Final Inspection and Test

Upon completion of final inspections and tests, as required by appropriate NFPA Standards and these specifications, submit documentation of all test results and copies of the Standard Contractor's Material and Test Certificates to the Architect.

1.10. TOOLS AND EQUIPMENT

- 1. Provide spare sprinkler cabinets, complete with sprinklers of assorted temperature ratings of the type necessary and in use throughout the installation. Each cabinet shall be equipped with sprinklers and special sprinkler wrenches required for each type of sprinkler installed.
- 2. Install sprinkler cabinet adjacent to the fire protection system riser in the water service/mechanical room on the Basement Level.

1.11. WARRANTY

- A. The Contractor shall warranty all materials and workmanship for a period of one year beginning with the date of final acceptance by the Architect. The Contractor shall be responsible during the design, installation, testing and guarantee periods for any damage caused by his (or his subcontractors') work, materials, or equipment.

1.12. PRODUCT DELIVERY

- A. Delivery of Materials: Delivery of all materials and equipment to the job site shall be scheduled to assure compliance with the predetermined construction schedules.

- B. Storage of Materials, Equipment and Fixtures: Contractor shall be responsible for storage of materials on job site, including furnishing of any storage facilities or structures required.
- C. Handling Materials and Equipment: Contractor shall be responsible for on-site handling of materials and equipment.

1.13. QUALITY ASSURANCE

- A. The Contractor shall be fully experienced and licensed in all aspects of the fire protection systems herein specified.
- B. The Contractor shall provide a single person as a point of contact who is responsible for issues of scheduling, coordination, and quality control.

1.14. EMERGENCY SERVICE

- A. The Contractor shall provide emergency repair service for the sprinkler system within four hours of a request for such service by the Architect during the warranty period. This service shall be available on a 24-hour per day, seven-day per week basis.

1.15. OPERATION INSTRUCTIONS

- A. Operating Instructions
 - 1. At the completion of the work, provide a small scale plan of the building indicating the locations of all control valves, low point drains, and inspector's test valves. The plan shall be neatly drawn and color coded to indicate the portion of the building protected by each system, framed under glass and permanently mounted on the wall adjacent to the sprinkler riser.

PART 2 - MATERIALS

2.1. GENERAL

- A. All components not referenced by NFPA 13 or 13R shall be listed by a national recognized testing laboratory. Components shall be used in accordance with the manufacturer's recommendations and its listing.
- B. The naming of manufacturers in the specifications shall not be construed as eliminating the materials, products or services of other manufacturers and suppliers providing approved equivalent items.
- C. The substitutions of materials or products other than those named in the specifications are subject to proper approval of the Architect granted in writing. Changes shall be made in accordance with the AOC "Official Procedures for Making Changes to Contracts."

2.2. PIPE

- A. Pipe shall be new, designed for 175 psi working pressure, conforming to ASTM specifications, and have the manufacturer's name and brand along with the applicable ASTM standard marked on each length of pipe.

- 1. Steel: Steel piping shall be black schedule 40 pipe in accordance with ASTM 795.

2.3. FITTINGS

- A. Changes of direction shall be accomplished by the use of fittings suitable for use in sprinkler and standpipe systems and defined in NFPA 13, or 13R. Fittings exposed to outside atmosphere shall be galvanized.

- 1. Steel Pipe:

- a. Screwed fittings shall be cast iron, 125 pound class, black, and in accordance with ANSI B 16.4 or malleable iron, 150 pound class, black and in accordance with ANSI B 16.3. Bushings shall not be used.
 - b. Weld fittings shall be steel, standard weights, black, and in accordance with ASME B 16.9, ASME B 16.25, ASME B 16.5, ASME B 16.11 and ASTM A 234.
 - c. Grooved fittings and couplings shall be produced by the same manufacturer.
 - d. Grooved couplings shall be dimensionally compatible with pipe.
 - e. Flanged fittings shall cast iron, short body, Class 125, black and in accordance with ASME B 16.1. Gaskets shall be full-faced of 1/8-inch minimum thickness red sheet rubber. Flanged bolts shall be hexagon head machine bolts with heavy semi-finished hexagon head nuts, cadmium plated, having dimensions in accordance with ANSI B 18.2.

2.4. SPRINKLERS

- A. The approximate number of sprinklers and types are shown on the drawings. Contractor is responsible for reviewing the drawings and field conditions and providing and installing the actual number of sprinklers required under the referenced codes, standards and these specifications.
- B. Temperature ratings shall be ordinary as defined by NFPA 13 and shall be installed per the design requirements of NFPA 13R and the manufacturer's recommendations.

2.5. VALVES

- A. Control valves shall be listed/approved indicating type.

1. OS & Y valves shall be resilient seat type.
 2. Butterfly valves shall be gear operated.
 3. Ball valves shall be gear operated with full port.
- B. Drain, trim, and test valves shall be approved.
1. Water flow alarm control valve shall be indicating type and capable of supervised open.
- C. Back Flow Preventors
1. The backflow preventor shall be listed and approved and acceptable to the local cross connection control authority.

2.6. FIRE DEPARTMENT CONNECTION

- A. Flush with 2½-inch inlet with a clapper.
- B. Plate shall read "Auto. Sprinkler"
- C. Finish for plate and connector shall be rough brass.
- D. Ball drip shall be listed/approved.

2.7. PRESSURE GAUGES

- A. Listed/approved with range approximately twice maximum pressure at point of connection, 3½-inch diameter, complete with ¼-inch threaded inlet with shut off valve with ¼-inch plugged outlet.

2.8. HANGERS AND SUPPORTS

- A. Hangers shall be listed and compatible with the pipe materials that is supported.

2.9. SIGNS

- A. Valve signs shall indicate purpose and system of each control, test, trim and drain valve.
 1. Hydraulic information sign shall meet requirements of NFPA 13 and located on the system riser.

2.10. WATER FLOW ALARM DEVICES

- A. Devices shall be listed/approved for the intended application and compatible with the alarm system.

B. Water Flow Switches.

1. Paddle (vane) type flow switches shall be used.

2.11. SUPERVISORY DEVICES

A. Devices shall be listed/approved for the intended application and compatible with the alarm system.

1. Supervisory (Tamper) switches provided with butterfly/ball valves by the valve manufacturer shall be listed/approved as an assembly.

2.12. FIRE ALARM SYSTEM CONTROL/MONITORING PANEL

- A. The fire alarm system control panel shall be of conventional type with a minimum of four (4) class 'B' zones.
- B. The control panel shall be equipped or capable of transmitting alarm, trouble and supervisory signals to a central station.
- C. The back-up batteries in the fire alarm control panel shall be capable of providing 24 hours of standby time and 15 minutes of alarm. The batteries shall contain 75% spare capacity for future upgrades (i.e. building notification, detection devices).

PART 3 - EXECUTION

3.1. GENERAL

A. Product Delivery

1. Delivery of Materials: Delivery of all materials and equipment to the job site shall be scheduled to assure compliance with the predetermined construction schedules.
2. Storage of Materials, Equipment and Fixtures: Contractor shall be responsible for storage of materials on job site, including furnishing of any storage facilities or structures required.
3. Handling Materials and Equipment: Contractor shall be responsible for on-site handling of materials and equipment.

B. Clean-up

1. Maintain the premises free from accumulation of waste materials or rubbish caused by this work.

2. At the completion of the work, removed all surplus materials, tools, etc., and leave the premises clean.
- C. Leak Protection
1. Damage: Protect all unfinished work to prevent damage and furnish protection of all surrounding areas where necessary.
 2. Leak Damage: The Contractor shall be responsible during the installation and testing periods of the fire protection system for any damage to the work of others, to the building or its contents caused by leaks in any equipment, by unplugged or disconnected pipes or fittings, or by overflow, and shall pay for the necessary replacements or repairs to work of others damaged by such leakage. Water shall not be introduced into the system during conditions where there is danger of freezing.
- D. Existing Operations:
1. Installation shall not interfere with Architect's use of existing facilities.

3.2. FABRICATION

- A. Pipe Ends
1. Ream and remove burrs after cutting pipe. Standard wall pipe ends shall be welded, threaded, or grooved.
 2. Threads shall be in accordance with ASME B1.20.1 "Pipe Threads, General Purpose (inch)." Each thread on light wall pipe shall be gauged before fitting make-on.
- B. Grooved Ends
1. Pipe minimum thickness, squareness and out-of roundness shall be in accordance with the coupling manufacturers specifications.
 2. Pipe surface shall be free of indentations, projections, or roll marks from the end of the pipe to the groove.
 3. Pipe of less than minimum wall thickness listed shall not be cut grooved.

3.3. INSTALLATION

- A. General

1. A clean set of prints or shop drawings shall be maintained at the site and marked up to show any changes.
 2. Install paired flanges and numbered test blanks to provide partial protection during construction. Maintain a "test blank log," at the site during construction to assure removal of all blanks at completion of job.
- B. Joining Pipe
1. Steel Pipe
 - a. Apply tape or joint compound to male threads only.
 - b. Threaded close nipples shall not be used.
 - c. Grooved joints shall be made in accordance with the fitting manufacturer recommendations..
 - d. Connection between dissimilar materials shall be through the use of a dielectric fitting.
- C. Drain and Test Piping
1. Where drain and test piping is piped through wall to atmosphere, install a 4' or greater length of pipe from valve outlet to inside of wall.
- D. System Riser
1. The system riser shall be arranged such that supervision of the sprinkler control valve is not required. (NFPA 13R Section 6.6.1.1)
 2. Install a domestic water shut off valve on the sprinkler system riser.
- E. Electric Bell
1. The electric bell shall be connected to a new circuit provided by the contractor. The installation shall be in accordance with NFPA 70.

3.4. SPRINKLERS

A. General

1. Sprinklers below ceilings which are exposed piping shall be listed and approved regular bronze upright type, in upright position, except listed and approved regular bronze pendent type in pendent position, may be used on wet pipe systems where necessary due to clear height requirements, duct interference, etc.

2. Pendent sprinklers shall be in alignment, and parallel to ceiling fixtures, walls, etc.
3. Pendent sprinklers shall be located within code and manufacturer's requirements.
4. Adjustable escutcheons shall not be used.

B. Sprinkler Guards and Water Shields

1. Provide guards on sprinklers within 7-feet of finished floor or wherever sprinklers may be subject to mechanical damage.

3.5. VALVES

A. General

1. Valves shall be installed with sufficient clearance for operation, testing and maintenance.
2. Where wafer bodied valves are used, they shall be installed so that the discs do not interfere with other components.

B. Control valves shall be installed so that valve position indicator is visible.

C. Drain, test, and trim valves.

1. Valves shall be installed no more than 7-feet 0-inches above the finished floor and be accessible.

D. Check valves and backflow preventors.

1. Install check valves horizontally or vertically (flow upward).
2. Install backflow preventors with clearances required by local authorities and in compliance with manufacturer's recommendations for inspection, testing and maintenance.

E. Automatic drip (ball drip) valve.

1. Install horizontally, pipe discharge to outside or suitable drain.

3.6. FIRE DEPARTMENT CONNECTIONS

- A. Install with centerline of inlets not less than 18-inches nor more than 48-inches above the finished grade or pavement.
- B. Piping from fire department connection to check valve shall be galvanized.

- C. Install ball drip at low point of piping.

3.7. PRESSURE GAUGES

- A. Gauges shall be located where not subject to freezing.
- B. Gauges shall be installed vertically, with three-way valve with 1/4-inch plugged outlet, and as follows:
 - 1. At the sprinkler system riser.

3.8. HANGERS AND SUPPORTS

- A. General
 - 1. All piping must be substantially supported from building structure and only approved types of hangers shall be used. Piping lines under ducts shall not be supported from duct work, but shall be supported from building structure with trapeze hangers where necessary or from steel angles supporting duct work in accordance with NFPA 13.
 - 2. All thread rods shall not be bent.
 - 3. Hanger components shall be ferrous.
 - 4. Attach hanger to top chord of bar joists only.
 - 5. CPVC piping located below the ceiling shall be supported in accordance with manufacturer's recommendations.

3.9. SLEEVINGS, WALL & FLOOR PENETRATIONS

- A. Install steel sleeves through masonry and concrete walls and floors.
- B. Sleeves through fire rated assemblies shall be fire stopped.
- C. Sleeves through floors shall be made water tight.
- D. Install metal wall and ceiling plates and exposed pipe in finished brass.

3.10. SIGNS

- A. Valves
 - 1. Secure to each valve with corrosion resistant wire or chain.

B. Hydraulic Design Information

1. Secure to the system riser with corrosion resistant fasteners.

3.11. WATER FLOW ALARMS

- A. The electric bell shall be located such that it is visible from the guard station located at the corner of First Street and Washington Avenue.

3.12. SYSTEM ACCEPTANCE

A. Tests

1. General system test shall be coordinated with the Architect's representatives for training and witnessed by the AHJ. Problems noted during testing such as air or water leaks, difficulty in operating valves, alarm failures, etc. shall be corrected before the contractor leaves the job.
2. Hydrostatically test all piping, including fire department connections between the check valve and connection, at 200 psi for 2 hours. If the highest static pressure at the lowest point in the system exceeds 150 psi, the system shall be tested at 50 psi more than the highest static pressure.
3. Flow Tests
 - a. Main drain shall be opened wide until pressure stabilizes then slowly closed, noting and recording flowing (residual) and static (non-flow) pressure.

B. Valve Operation

1. Operate each valve through its entire range. Adjust valve packing glands.
 - a. Hose valves shall be capped during the test.

- C. Contractor's material and test certificates shall be completed for each system/sub-system/floor and signed by the contractor and witnessed by the Architect.

D. Training

1. General – In addition to the tests required in Parts A through C and witnessed by the Architect's representative(s), conduct one two-hour training session to

familiarize the representatives with all operating features of the system, including control valve, drain and test valve locations and operations.

2. Provide Architect's representatives with:
 - a. A small scale plan of the system/building showing locations of control, drain & test valves.
 - b. Component manufacturers inspection and testing manuals.
 - c. Two copies of NFPA 25 "Inspection, Testing and Maintenance of Water Based Fire Protection Systems."

END OF SECTION 13930

ATTACHMENTS

General Decision Number: DC030003 11/25/2005 DC3

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004
15	09/17/2004
16	09/24/2004
17	10/29/2004
18	11/12/2004
19	01/21/2005
20	04/01/2005
21	05/06/2005
22	06/03/2005
23	06/10/2005
24	06/24/2005
25	07/01/2005
26	07/08/2005
27	07/22/2005
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29	08/26/2005
30	09/16/2005
31	10/28/2005
32	11/04/2005
33	11/11/2005
34	11/25/2005

ASBE0024-001 10/01/2005

Rates

Fringes

Asbestos Worker/Heat and
Frost Insulator
Includes the application
of all insulating

materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 25.83	12.38
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ASBE0024-002 10/01/2005

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 12.72	5.85

ASBE0024-005 06/17/2005

	Rates	Fringes
Fire Stop Technician Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.....	\$ 20.94	5.59

* BRDC0001-001 11/06/2005

	Rates	Fringes
Bricklayer.....	\$ 25.25	6.09

CARP0132-006 05/01/2005

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 22.89	5.39

Piledriver.....	\$ 21.47	5.81
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ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	\$ 20.60	5.09

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEC0026-016 11/07/2005

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 30.45	10.35+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ENGI0077-009 05/01/2005

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 24.87	6.02+a
Cranes (35 tons and above).. <td>25.74</td> <td>6.02+a+b</td>	25.74	6.02+a+b
Cranes (under 35 tons).....	\$ 25.28	6.02+a+b
Forklifts.....	\$ 17.50	6.02+a
Piledrivers.....	\$ 25.28	6.02+a

a. PAID HOLIDAYS:
New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 24.00	8.975

IRON0201-003 05/01/2005

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 24.45	9.73

LABO0074-001 06/01/2005

	Rates	Fringes
Laborer: Skilled.....	\$ 18.03	3.12

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0456-012 06/01/2005

	Rates	Fringes
Laborers:		
Mason Tenders (Brick).....	\$ 13.75	3.12
Mortarmen, Scaffold Builders	\$ 14.45	3.12

MARB0002-002 05/01/2005

	Rates	Fringes
Marble & Stone Mason.....	\$ 28.72	10.55

INCLUDES pointing, caulking and cleaning of All types of

masonry, brick, stone and cement structures; EXCEPT
pointing, caulking and cleaning of existing masonry,
brick, stone and cement (restoration work)

MARB0003-001 05/01/2005

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 23.17	8.53

MARB0003-004 05/01/2005

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 18.72	7.62

PAIN0051-004 06/01/2005

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and under.....	\$ 21.87	7.21
Contracts over \$2,000,000...	\$ 23.09	7.21

PAIN0051-010 06/01/2005

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finishers.....	\$ 21.31	7.06

PLAS0891-003 05/01/2004

	Rates	Fringes
Cement Mason.....	\$ 23.73	4.945

PLUM0005-007 08/01/2005

	Rates	Fringes
Plumber		
Apartment Buildings over 4 stories (except hotels).....	\$ 19.86	7.56+a
ALL Other Work.....	\$ 31.05	11.26+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day
and the day after Thanksgiving, Christmas Day, New Year's
Day, Martin Luther King's Birthday, Memorial Day and the
Fourth of July.

PLUM0602-006 08/01/2005

	Rates	Fringes
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Steamfitter, Refrigeration &
Air Conditioning Mechanic
(Including HVAC Pipe Work).....\$ 30.27 12.02+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and the day after Thanksgiving Day and Christmas Day.

SFDC0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	11.00

* SHEE0100-002 07/01/2005

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 29.18	10.51

SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

BID BOND (See instruction on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO.:9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
STATE OF INCORPORATION		

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies, or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	(Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	(Seal)	Corporate Seal
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	(Seal)		
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

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Previous edition is usable

STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()
FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _____

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _____ CHECKING _____ SAVINGS _____ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. *Name:* (Last, First, Middle) _____ *Address:*
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. *Other Names Ever Used:* (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*) _____

3. *Date of Birth:* (Month, Day, Year) _____ 4. *Birthplace:* (City and State or Country) _____

5. *Social Security Number:* _____ 6. *Gender:*
Male Female

7. *Race:* _____ 8. *Height:* _____ 9. *Weight:* _____ 10. *Eye Color:* _____ 11. *Hair Color:* _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. *Signature:* _____ 13. *Date:* _____